

Project Name: Water and Wastewater Rate
Consultant Agreement

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF THOUSAND OAKS
AND
WATER RESOURCES ECONOMICS**

THIS AGREEMENT is made and entered into this 10th day of September 2024, by and between **CITY OF THOUSAND OAKS**, a municipal corporation ("City"), and **WATER RESOURCES ECONOMICS**, a California limited liability company ("Consultant").

City and Consultant agree as follows:

1. RETENTION OF CONSULTANT

City hereby retains Consultant, and Consultant hereby accepts such engagement, to perform the services described in Section 2. Consultant warrants it has the qualifications, experience, and facilities to properly and timely perform said services.

2. DESCRIPTION OF SERVICES

The services to be performed by Consultant are as follows:

Professional services in conjunction with conducting Cost of Service Studies for water and wastewater enterprises, as well as creation and biennial updates of their financial plans. Services and deliverables shall generally include financial plans, reports, and recommendations for proposed utility rates, and are more particularly set forth in the Scope of Work, attached as Exhibit "A," which is incorporated herein by reference.

City shall perform the services defined in Exhibit "A."

3. COMPENSATION AND PAYMENT

(a) **Maximum and Rate.** The total compensation payable to Consultant by City for the services under this Agreement **SHALL NOT EXCEED** the sum of \$415,000 (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

Hourly, at the hourly rates and with reimbursement to Consultant for those expenses set forth in Consultant's Schedule of Fees, attached as Exhibit "B" and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon Consultant for the term of this Agreement

(b) **Payment.** Consultant shall provide City with written verification of the actual compensation earned, in a form satisfactory to City's Project Manager. Invoices shall be

made no more frequently than on a monthly basis, and describe the work performed (including, if applicable, a list of hours worked by personnel classification). All payments shall be made within 30 days after City's approval of the invoice.

(c) **Extra Services.** Additional work not reasonably encompassed by the Scope of Services described in Section 2 may be agreed upon only by execution of a written Amendment to this Agreement. No liability or right to compensation for extra services shall exist without such Amendment. Unless otherwise stated in the Amendment, applicable rates for extra services shall be at the rates set forth in Exhibit "B."

4. CITY PROJECT MANAGER

The services to be performed by Consultant shall be accomplished under the general direction of, and coordinate with, City's "Project Manager", as that staff person is designated by City from time to time, and who presently is Tara Tosatto, Revenue Operations Manager.

5. TERM, PROGRESS AND COMPLETION

The term of this Agreement is from the date first written above to December 31, 2030 ("Initial Term"). This Agreement can be renewed for two successive periods of two (2) years ("Renewal Terms") upon mutual agreement of both parties via the execution of an Amendment to the Agreement.

Consultant shall not commence work on the services to be performed under the Agreement until (i) Consultant furnishes proof of insurance as required by paragraph 9 below, and (ii) City's Project Manager gives written authorization to proceed with the work. All services shall be completed within the term of this Agreement.

6. OWNERSHIP OF DOCUMENTS

All drawings, designs, data, photographs, reports, and other documentation (other than Consultant's drafts, notes, and internal memorandum), including duplication of same prepared by Consultant in the performance of these services, are the property of City. City shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when requested by City. City agrees to hold Consultant harmless from all damages, claims, expenses, and losses arising out of any reuse of the plans, specifications, graphics, brochures, reports, and other documentation for purposes other than those described in this Agreement, unless written authorization of Consultant is first obtained.

During performance of this Agreement, Consultant may gain access to and use City information. The Consultant agrees to protect City information and treat it as confidential and further agrees that Consultant shall not, either directly or indirectly, divulge, disclose, or communicate in any manner any City information to any third party without City's prior written consent.

7. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTS

This Agreement is for professional services, which are personal to City. Sanjay Gaur is deemed to be especially experienced and is a key member of Consultant's firm, and shall be directly involved in performing, supervising, or assisting in the performance of this work. This key person shall communicate with, and periodically report to, City on the progress of the work. Should said individual be removed from assisting in this contracted work for any reason, City may terminate this Agreement.

This Agreement is not assignable by Consultant without City's prior written consent.

The following portions of the work described in this Agreement may be subcontracted out to other parties by Consultant: Proposition 218 Notice.

8. HOLD HARMLESS AND INDEMNITY

(a) Hold Harmless for Consultant's Damages. Consultant holds City, its elected officials, officers, agents, employees and volunteers, harmless from all of Consultant's claims, demands, lawsuits, judgments, damages, losses, injuries or liability to Consultant, to Consultant's employees, to Consultant's contractors or subcontractors, or to the owners of Consultant's firm, which damages, losses, injuries or liability occur during the work or services required under this Agreement, or performance of any activity or work required under this Agreement.

(b) Defense and Indemnity of Third-Party Claims/Liability. Consultant shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, agents, employees, and volunteers from and against all liability including, but not limited to, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Consultant's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in the Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of City. Should conflict of interest principles preclude a single legal counsel from representing both City and Consultant, or should City otherwise find Consultant's legal counsel unacceptable, then Consultant shall reimburse City its costs of defense, including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation. The Consultant shall promptly pay City any final judgment rendered against City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of Consultant's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Consultant's obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this Agreement, Consultant shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of the Consultant will be for that entire portion or percentage of liability not attributable to the active negligence of City.

(c) **Nonwaiver.** City does not waive, nor shall be deemed to have waived, any indemnity, defense or hold harmless rights under this section because of the acceptance by City, or the deposit with City, of any insurance certificates or policies described in Section 9.

9. MINIMUM SCOPE AND LIMIT OF INSURANCE

Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide, and maintain at its own expense during the term of this Agreement, and any extension thereof, policies of insurance of the type and amounts described below and in a form that is satisfactory to City.

Coverage shall be at least as broad as:

(a). **Commercial General Liability (CGL):** Consultant shall, at Consultant's sole cost and expense and throughout the term of this Agreement, and any extensions thereof, carry General Liability insurance coverage at least as broad as Insurance Services form CG 00 01 in an amount not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate for bodily injury, personal and advertising injury and property damage, including without limitation, blanket contractual liability.

(b). **Automobile Liability:** Consultant shall, at Consultant's sole cost and expense and throughout the term of this Agreement, and any extensions thereof, carry Automobile Liability insurance coverage at least as broad as Insurance Services form CA 00 01 or the exact equivalent covering bodily injury and property damage for all activities of Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage of any owned, hired, non-owned, or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

(c). **Worker's Compensation:** Consultant shall, at Consultant's sole cost and expense and throughout the term of this Agreement, and any extensions thereof, carry workers' compensation statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for bodily injury or disease. Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in

favor of City, its elected officials, officers, agents, employees, and volunteers for all work performed by Consultant, its employees, agents, and subcontractors.

(d). **Professional Errors and Omissions Insurance:** Consultant shall, at Consultant's sole cost and expense throughout the term of this Agreement, and any extensions thereof, carry professional errors and omissions coverage of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate, with tail coverage for an extended reporting period of three (3) years.

If Consultant maintains higher limits than the minimum shown above, City requires and shall be entitled to coverage for the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

City, its elected officials, officers, agents, employees and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 10 01 and CG 20 37 10 01 if a later edition is used). The provision shall also apply to any excess liability policies. In addition, Consultant shall ensure that the automobile liability policy contains a provision covering City as an additional insured, and shall obtain an endorsement to that effect if it does not.

Excess Insurance

The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Umbrella or excess policies shall provide coverage at least as broad as specified for underlying coverages and covering those insured in the underlying policies. Coverage shall be "pay on behalf" with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion of claims or suits by one insured against the other. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and no-contributory basis for the benefit of City as required in written contract or agreement before City's own insurance or self-insurance shall be called upon to protect it as a named insured.

City's Rights of Enforcement

In the event any policy of insurance required under this Agreement does not comply with these specifications or is cancelled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant, or City will withhold amounts sufficient to pay premium from Consultant's payments. In the alternative, City may cancel this Agreement.

City's Right to Revise Specifications

City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to Consultant, City and Consultant may renegotiate Consultant's compensation.

Primary and Non-Contributory Coverage

For any claims related to this Agreement, Consultant's insurance coverage shall be primary insurance as respects City, its elected officials, officers, agents, employees and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees or volunteers shall be excess of Consultant's insurance and shall not contribute with it and shall be at least as broad as CG 20 01 04 13.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to City.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by City. City may require Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with a current A.M. Best's rating of no less than A:VII, (unless otherwise acceptable to City).

Waiver of Subrogation

All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against City, its elected officials, officers, agents, employees or volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications - to waive their right of recovery prior to a loss. Consultant hereby waives his own right of recovery against City,

and shall require similar written express waivers and insurance clauses from each of its subcontractors. Copies of these waivers shall be submitted to City prior to commencement of work.

Claims Made Policies

If any of the required policies provided coverage on a claims-made basis:

- (a). The Retroactive Date must be shown and must be before the date of the Agreement or the beginning of contract work.
- (b). Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the work required under this Agreement.
- (c). If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Agreement effective date, Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of Agreement work.

Verification of Coverage

Consultant shall provide City with copies of certificates (on City certificate form or an Accord form as modified per City direction) for all policies, with the appropriate named additional insured coverage and an endorsement that they are not subject to cancellation without 30 days prior written notice to City. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Consultant's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

10. RELATION OF THE PARTIES

a. Consultant is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents except as set forth in this Agreement. Consultant shall not at any time or in any

manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

b. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

11. CORRECTIONS

In addition to the above indemnification obligations, Consultant shall correct, at its expense, all errors in the work that may be disclosed during City's review of Consultant's report or plans. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be charged to Consultant or withheld from any funds due to Consultant hereunder.

12. TERMINATION BY CITY

City may terminate without cause any or all of the services agreed to be performed under this Agreement upon 30 calendar days' written notice. If termination is for cause, no advance notice need be given. In the event of termination, Consultant shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by City to Consultant within 30 days following submission of a final statement by Consultant unless termination is for cause. In such event, Consultant shall be compensated only to the extent required by law.

13. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Consultant for anything done, furnished, or relating to Consultant's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within 10 calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, subcontractors, agents and consultants for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the work prepared by Consultant, its employees, subcontractors, agents and consultants.

14. AUDIT OF RECORDS

Consultant shall maintain, in accordance with generally accepted accounting principles, complete and accurate records of all activities and operations relating to this Agreement. Records, including but not limited to, timecards, employment records, work progress reports, reimbursements, invoices, project records, proprietary data and information, as well as licensed software and any electronic records shall be kept for a period of four years beyond the termination of this Agreement. Consultant agrees that City, or its authorized representative, shall have the right to examine, audit, excerpt, copy or transcribe any of the records pertaining to this Agreement at any time during normal business hours. Consultant shall reimburse City for all reasonable costs of the audit, including travel time and auditor costs, should such audit reveal an overcharge of five (5) percent or more. Any overcharge will be considered a breach of this Agreement and could be cause for termination. The obligations of this section shall be explicitly included in any subcontracts or other agreements entered into by Consultant with respect to this Agreement.

15. WAIVER; REMEDIES CUMULATIVE

Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

16. CONFLICT OF INTEREST

Consultant is unaware of any City employee or official that has a financial interest in Consultant's business. During the term of this Agreement and/or as a result of being awarded this Agreement, Consultant shall not offer, encourage or accept any financial interest in Consultant's business by any City employee or official.

17. CONSTRUCTION OF LANGUAGE OF AGREEMENT

The provisions of this Agreement shall be construed as a whole according to its common meaning of purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the parties. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the

feminine or neutral genders or vice versa.

18. MITIGATION OF DAMAGES

In all situations arising out of this Agreement, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

19. GOVERNING LAW

This Agreement, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of California. Should litigation occur, venue shall be in Superior Court of Ventura County.

20. TAXPAYER IDENTIFICATION NUMBER

Consultant shall provide City with a complete Request for Taxpayer Identification Number and Certification, Form W-9, as most recently issued by the Internal Revenue Service.

21. NON-APPROPRIATION OF FUNDS

Payments due and payable to Consultant for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of City funds. In the event City has not appropriated sufficient funds for payment of Consultant's services beyond the current fiscal year, this Agreement shall cover only those costs incurred up to the conclusion of the current fiscal year.

22. MODIFICATION/AMENDMENT OF AGREEMENT

Any amendment, modification, or variation of the terms or tasks of this Agreement shall be in writing and shall be effective only upon the mutual written approval of the City and Consultant.

23. USE OF THE TERM "CITY"

Reference to "City" in this Agreement includes the City Manager or any authorized representative acting on behalf of City.

24. PERMITS AND LICENSES

Consultant, at its sole expense, shall obtain and maintain during the term of this Agreement all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

25. CAPTIONS

The captions or headings in this Agreement are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the Agreement.

26. AUTHORIZATION

Each party has expressly authorized the execution of this Agreement on its behalf and binds said party and its respective administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, assigns, principals, partners, joint venturers, insurance carriers and any others who may claim through it to this Agreement.

27. ENTIRE AGREEMENT BETWEEN PARTIES

Except for Consultant's proposals and submitted representations for obtaining this Agreement, this Agreement supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services and contains all of the covenants and agreements between the parties with respect to said services.

28. PARTIAL INVALIDITY

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

30. NOTICES

Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO CITY: Attention: Revenue Operations Manager
Finance Department
City of Thousand Oaks
2100 Thousand Oaks Boulevard
Thousand Oaks, CA 91362
finance@toaks.org

TO CONSULTANT: Sanjay Gaur
Water Resource Economics, LLC
10830 Pickford Way
Culver City, CA 90230
sgaur@water-economics.com

31. SIGNATURES

(a) **Digital/Electronic Signatures.** This Agreement may be executed through the use of digital or electronic signatures provided they meet the requirements of the Electronic Signatures in Global and National Commerce (ESIGN) Act and the California Uniform Electronic Transactions Act (UETA) and are produced using a City-approved method. The presence of an electronic signature on this document shall be construed as the parties' consent to do business electronically.

32. LEVINE ACT COMPLIANCE

California Government Code section 84308 (Levine Act) prohibits any Thousand Oaks City Council member from participating in any action related to a contract, agreement, or franchise agreement if the councilmember receives a campaign contribution totaling more than \$250 (aggregated) from the party to the contract, agreement, or franchise agreement, an agent of the party, or any financially interested participant who actively supports or opposes the matter within the previous twelve (12) months. Councilmembers must also disclose any eligible campaign contribution received on the record of the proceeding.

Councilmembers are also prohibited from soliciting, accepting or directing campaign contributions totaling more than \$250 (aggregated) from the applicant or party, an agent of the applicant/party, or any financially interested participant who actively supports or opposes the matter within the previous twelve (12) months, and for twelve (12) months following the date a final decision on the contract/agreement is made.

The Levine Act also required parties to a contract, agreement, or franchise agreement to disclose any campaign contribution over \$250 (aggregated) within the preceding twelve (12) months by the party to the agreement, contract, or franchise agreement. The Levine Act does not apply to competitively bid, labor, or personal employment contracts.

In order to assure compliance with these requirements, Consultant has provided the disclosure requirements identified in the Levine Act Disclosure Form, attached as Exhibit C, incorporated herein by reference, and Consultant verifies by its signature that it has completed Exhibit C in compliance of these requirements.

Consultant shall also be responsible for understanding and complying with requirements of Government Code section 84308, which prohibits parties to a contract/agreement, as well as their agents and representatives, from contributing more than \$250 (aggregated) to a City Council member of the City of Thousand Oaks for the 12 months prior to the award of this Contract/Agreement, and for the 12 months following award of this Contract/Agreement. Where applicable, Consultant shall disclose any post award campaign contributions prior to seeking an amendment to this Agreement.

In concurrence and witness whereof, this Agreement has been executed by the parties effective on the date and year first above written.

CONSULTANT

By: Sanjay Gaur
Title: President

CITY OF THOUSAND OAKS

Al Adam, Mayor

ATTEST:

Laura B. Maguire, City Clerk

APPROVED AS TO ADMINISTRATION:

Andrew P. Powers, City Manager

APPROVED BY DEPARTMENT HEAD:

Jaime Boscarino, Finance Director

APPROVED AS TO FORM:

Office of the City Attorney

By: Tracy Friedl, Assistant City Attorney

EXHIBIT A SCOPE OF WORK

Consultant shall perform all professional services in conjunction with conducting Cost of Service Studies for water and wastewater enterprises, as well as creation and biennial updates of their financial plans, including the following tasks:

Task 1. PROJECT MANAGEMENT AND DATA COLLECTION OVERSIGHT

- a. General administrative duties including City correspondence, billing, project documentation and data requests.
- b. Data requests to City Project Manager with details, deadlines, and format requirements. Consultant shall thoroughly review the data provided.
- c. Billing with detailed project documentation.

Deliverables: Data Request List(s) and monthly invoices

Task 2. WATER AND WASTEWATER FINANCIAL PLANS AND BIENNIAL UPDATES

- a. Create new, or perform updates to, the Water and Wastewater Financial Plan models with new financial information. This information includes any updates to capital improvement plans (CIP), actual/budgeted expenses and revenues, debt schedules, and water and wastewater fund ending balances.
- b. Perform analysis and generate revenue requirement for each utility, including but not limited to fire sprinkler and fire flow surcharge fees.
- c. Provide Draft and Final Administrative Record documenting the methodology used and proposed rates. Rate calculations should be objective and ensure financial sufficiency of the City's utilities.

Deliverables: For each of the studies, the City requires at minimum:

- Two (2) draft reports: After City staff provides comments on the draft reports, City feedback shall be incorporated into finalized report.
- One (1) final report

Task 3. WASTEWATER COST OF SERVICE STUDY

- a. Perform a comprehensive analysis of wastewater cost of services with a primary objective to accurately determine the expenses associated with operating, maintaining, and improving the wastewater system, and then allocate these costs fairly among different customer classes and user

groups.

- b. Recommend appropriate rate structures and fee schedules for each customer class, including documentation as to the methodology used to analyze the fees. This may involve proposing changes to existing rate structures or developing new rate models that align more closely with the cost of service principles.
- c. Provide a sensitivity analysis to assess the potential impact of different factors, such as changes in customer demand, economic conditions, or regulatory requirements, on the financial viability of the utility and the proposed rate structures.
- d. Provide an implementation plan for any rate structure changes including how the new rate structure will be introduced, communicated, and implemented throughout City's utility services.

Deliverables: For each of the studies, the City requires at minimum:

- Two (2) draft reports: After City staff provides comments on the draft reports, City feedback shall be incorporated into finalized report.
- One (1) final report

Task 4. WATER COST OF SERVICE STUDY

- a. Perform a comprehensive analysis of water cost of services with a primary objective to accurately determine the expenses associated with operating, maintaining, and improving the water system, and then allocate these costs fairly among different customer classes and user groups.
- b. Recommend appropriate rate structures and fee schedules for each customer class, including documentation as to the methodology used to analyze the fees. This may involve proposing changes to existing rate structures or developing new rate models that align more closely with the cost of service principles.
- c. Provide a sensitivity analysis to assess the potential impact of different factors, such as changes in customer demand, economic conditions, or regulatory requirements, on the financial viability of the utility and the proposed rate structures.
- d. Provide an implementation plan for any rate structure changes including how the new rate structure will be introduced, communicated, and implemented throughout City's utility services.

Deliverables: For each of the studies, the City requires at minimum:

- Two (2) draft reports: After City staff provides comments on the draft

- reports, City feedback shall be incorporated into finalized report.
- One (1) final report

Task 5. DROUGHT RATE STUDY

- a. Perform an analysis of implementing drought rates or surcharges with primary objectives to proactively address water scarcity challenges, comply with regulations, promote water conservation, protect water resources, and maintain the financial sustainability of its water utility during drought periods.
- b. Recommend appropriate rate structures, surcharges, and/or fee schedules for each customer class, including documentation as to the methodology used to analyze the fees. This may involve proposing changes to existing rate structures or developing new rate models that align more closely with the cost of service principles.
- c. Provide a sensitivity analysis to assess the potential impact of different factors, such as changes in customer demand, economic conditions, supplier costs, or regulatory requirements, on the financial viability of the utility and the proposed rate structures.
- d. Provide an implementation plan for any rate structure changes including how the new rate structure will be introduced, communicated, and implemented throughout City's utility services.

Deliverables: For each of the studies, the City requires at minimum:

- Two (2) draft reports: After City staff provides comments on the draft reports, City feedback shall be incorporated into finalized report.
- One (1) final report

Task 6. COMPREHENSIVE CONNECTION FEE STUDY

- a. Perform analysis of the costs and capacity limitations associated with connecting new customers to each utility's infrastructure. This study aims to determine the appropriate fees that new customers should pay to offset the capital costs incurred by the utility in providing the necessary infrastructure and capacity to accommodate growth.
- b. Recommend appropriate connection fees for each utility.

Deliverables: For each of the studies, the City requires at minimum:

- Two (2) draft reports: After City staff provides comments on the draft reports, City feedback shall be incorporated into finalized report.

- One (1) final report

Task 7. PROPOSITION 218 NOTICE

- As requested by the City, develop professionally produced Proposition 218 notices with infographics to serve as a communication tool that clearly and accurately communicate the proposed rate updates to ratepayers.
- Review regulatory requirements and ensure that the notices include all necessary information regarding the proposed changes, including the reasons for the adjustments, potential impacts on ratepayers, and details on how ratepayers can participate in the public review process.

Deliverables:

- Draft Proposition 218 Notices and Supporting Documentation.
- Revised Proposition 218 Notices and Supporting Documentation based on City feedback and review.
- Finalized Proposition 218 Notices and Supporting Documentation for distribution.

Task 8. REVIEW AND ANALYSIS OF OPTIONAL INCENTIVE PROGRAMS

As requested by City, review existing programs, analyze financial feasibility and impacts, and propose recommendations for City utility billing incentive programs aimed at promoting efficient water usage and enhancing customer service.

Deliverables: For this study, the City requires at minimum:

- Two (2) draft reports: After City staff provides comments on the draft reports, City feedback shall be incorporated into finalized memo.
- One (1) final memo

Task 9. HOSTED MEETINGS WITH CITY STAFF

- As requested by City, prior to the final draft being accepted, online meetings with City staff shall be conducted including, but not limited to:
 - Project kickoff meeting to facilitate the discussion regarding an overview of the project, timeline, and deliverables. City staff shall provide information on pending projects.
 - Final project meeting to present draft report and discuss overview of inputs, assumptions, and results.

- iii. Finalization of City comments and draft report.
- iv. Meeting to prepare for City Council presentation and public questions.

Task 10. CITY COUNCIL WORKSHOP(S)

If requested by City, a workshop(s) with City Council to present and discuss the study results.

Deliverable: Presentation in Microsoft PowerPoint

Task 11. ATTENDANCE AT PRESENTATION(S) TO CITY COUNCIL

- a. Attendance and assistance in presenting the findings to City Council and Proposition 218 Public Hearings of the Water and Wastewater Financial Plan Updates and Cost of Service Studies are required.
- b. At any of the meetings, answering questions from City Council and/or the public may be requested.
- c. Attendance can be in person or online.

The tentative schedule shall be as follows:

Tentative Schedule	PHASE 1	PHASE 2	PHASE 3	PHASE 4	PHASE 5
Task 1: Project Management & Data Collection Oversight	Sep 2024 (kickoff meeting)	Jan 2027 (kickoff meeting)	Apr 2029 (kickoff meeting)	Jan 2031 (kickoff meeting)	Jan 2033 (kickoff meeting)
Task 2: Biennial Water & Wastewater Financial Plan Updates	Apr-Sep 2025	Apr-Sep 2027	Apr-Sep 2029	Apr-Sep 2031	Apr-Sep 2033
Task 3: Wastewater Cost-of-Service Study	Sep 2024- Sep 2025			Jan-Sep 2031	
Task 4: Water Cost-of-Service Study		Jan-Sep 2027			Jan-Sep 2033
Task 5: Drought Rate Study	Jan-Sep 2025	Jan-Sep 2027			Jan-Sep 2033
Task 6: Comprehensive Connection Fee Study	Jan-Sep 2025			Jan-Sep 2031	
Task 7: Proposition 218 Notice	Oct 2025	Oct 2027	Oct 2029	Oct 2031	Oct 2033
Task 8: Review & Analysis of Optional Incentive Programs	Sep 2024- Sep 2025				
Task 9: Hosted Meetings with City Staff	Oct 2024- Sep 2025	Feb-Sep 2027	May-Sep 2029	Feb-Sep 2031	Feb-Sep 2033
Task 10: City Council Workshop	Feb-Apr 2025	Feb-Apr 2027		Feb-Apr 2031	Feb-Apr 2033
Task 11: Assistance at City Council Meetings	Dec 2025 (public hearing)	Dec 2027 (public hearing)	Dec 2029 (public hearing)	Dec 2031 (public hearing)	Dec 3033 (public hearing)

EXHIBIT B: SCHEDULE OF FEES

The Scope of Work detailed in Exhibit A shall be completed on an hourly rate time-and-materials basis with a **Not To Exceed Amount of \$415,000**.

The following work plan provides a breakdown of the estimated level of effort required for completing each task described and the hourly billing rate for the personnel scheduled to complete the project.

Hourly Rates and Reimbursable Expenses by Phase	PHASE 1 (2025)	PHASE 2 (2027)	PHASE 3 (2029)	PHASE 4 (2031)	PHASE 5 (2033)
Hourly Billing Rate: Project Manager	\$320	\$341	\$363	\$387	\$412
Hourly Billing Rate: Project Analyst	\$200	\$213	\$227	\$242	\$258
Estimated Reimbursable Expenses per In-person Meeting	\$80	\$85	\$91	\$97	\$103

The estimated cost to perform each Task based on estimated hours is:

Number of Billable Hours by Task	PHASE 1 (2025)		PHASE 2 (2027)		PHASE 3 (2029)		PHASE 4 (2031)		PHASE 5 (2033)		TOTAL (ALL PHASES)	
	Project Manager	Project Analyst	Project Manager	Project Analyst	Project Manager	Project Analyst	Project Manager	Project Analyst	Project Manager	Project Analyst	Project Manager	Project Analyst
Task 1: Project Management & Data Collection Oversight	5	2	5	2	5	2	5	2	5	2	25	10
Task 2: Biennial Water & Wastewater Financial Plan Updates	6	120	4	90	4	90	4	90	4	90	22	480
Task 3: Wastewater Cost-of-Service Study	8	80					8	80			16	160
Task 4: Water Cost-of-Service Study			8	80					8	80	16	160
Task 5: Drought Rate Study	4	20	4	20					4	20	12	60
Task 6: Comprehensive Connection Fee Study	5	60					5	60			10	120
Task 7: Proposition 218 Notice	1	3	1	3	1	2	1	3	1	3	5	14
Task 8: Review & Analysis of Optional Incentive Programs	5	20									5	20
Task 9: Hosted Meetings with City Staff	40	60	30	45	18	27	30	45	30	45	148	222
Task 10: City Council Workshop	8	2	8	2			8	2	8	2	32	8
Task 11: Assistance at City Council Meetings	12	3	12	3	12	3	12	3	12	3	60	15
TOTAL	94	370	72	245	40	124	73	285	72	245	351	1,269

Proposed Fees by Task	PHASE 1 (2025)	PHASE 2 (2027)	PHASE 3 (2029)	PHASE 4 (2031)	PHASE 5 (2033)	TOTAL (ALL PHASES)
Task 1: Project Management & Data Collection Oversight	\$2,000	\$2,131	\$2,269	\$2,419	\$2,576	\$11,395
Task 2: Biennial Water & Wastewater Financial Plan Updates	\$25,920	\$20,534	\$21,882	\$23,328	\$24,868	\$116,532
Task 3: Wastewater Cost-of-Service Study	\$18,560			\$22,456		\$41,016
Task 4: Water Cost-of-Service Study		\$19,768			\$23,936	\$43,704
Task 5: Drought Rate Study	\$5,280	\$5,624			\$6,808	\$17,712
Task 6: Comprehensive Connection Fee Study	\$13,600			\$16,455		\$30,055
Task 7: Proposition 218 Notice	\$920	\$980	\$817	\$1,113	\$1,186	\$5,016
Task 8: Review & Analysis of Optional Incentive Programs	\$5,600					\$5,600
Task 9: Hosted Meetings with City Staff	\$24,800	\$19,815	\$12,663	\$22,500	\$23,970	\$103,748
Task 10: City Council Workshop	\$3,040	\$3,239		\$3,677	\$3,915	\$13,871
Task 11: Assistance at City Council Meetings	\$4,600	\$4,901	\$5,219	\$5,564	\$5,924	\$26,208
TOTAL	\$104,320	\$76,992	\$42,850	\$97,512	\$93,183	\$414,857