

RESOLUTION NO. 2015-007

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROHNERT PARK
AUTHORIZING AND APPROVING AN AGREEMENT WITH THE CITY OF SANTA
ROSA FOR FUNDING CONSULTING SERVICES FOR PREPARATION OF THE 2015
URBAN WATER MANAGEMENT PLAN DEMAND ANALYSIS AND WATER
CONSERVATION MEASURES**

WHEREAS, The City of Rohnert Park is defined as an “urban water supplier” under the Urban Water Management Planning Act and must adopt an Urban Water Management Plan every five years with the next plan due to the Department of Water Resources by July 1, 2016; and

WHEREAS, the Urban Water Management Plan is a foundational document for the approval of new development that, among other things, outlines the City’s water demand and conservation program and its strategy for meeting its 2015 and 2020 per capita water use targets; and

WHEREAS, for its 2010 Urban Water Management Plan, the City partnered with a number of Sonoma County Water Agency contractors to share the costs of an analysis of water demands and water conservation measures resulting in a cost-effective analysis that was consistent throughout the region and the opportunity is available for the current Urban Water Management Plan with the same benefits of cost-effectiveness and consistency; and

WHEREAS, the City of Santa Rosa has agreed to contract for the analysis, has conducted a formal consultant selection process and is ready to begin work with the City of Rohnert Park’s share being \$17,034.00, which includes a contingency.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Rohnert Park that the City Manager is hereby authorized and directed to execute an Agreement with City of Santa Rosa, to fund the Urban Water Management Plan Demand Analysis and Conservation Measures, which is attached hereto and incorporated by this reference, subject to minor modification by the City Attorney or City Manager.

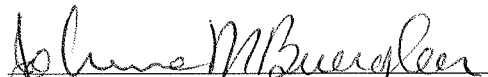
DULY AND REGULARLY ADOPTED this 13th day of January 2015.

CITY OF ROHNERT PARK



Amy O. Ahanotu, Mayor

ATTEST:


JoAnne M. Buerger, City Clerk

Attachments: Letter Agreement with Exhibits A and B



CALLINAN: AYE MACKENZIE: AYE STAFFORD: AYE BELFORTE: AYE AHANOTU: AYE

AYES: (5) NOES: (0) ABSENT: (0) ABSTAIN: (0)

Letter Agreement

Letter Agreement
Between and Among City of Santa Rosa
And
Cities of Rohnert Park, Petaluma, Sonoma, Cotati, Town of Windsor
And
Marin Municipal Water District, North Marin Water District and Valley of the Moon Water District
For
Funding Consulting Services for Preparation of the 2015 Urban Water Management Plan
Water Demand Analysis and Water Conservation Measures Update

1. General

The City of Santa Rosa and other Parties to this Letter Agreement (Cities of Rohnert Park, Petaluma, Sonoma, Cotati, Town of Windsor and Marin Municipal, North Marin and Valley of the Moon Water Districts) cooperatively prepared the Scope of Work for Consulting Services for Preparation of the 2015 Urban Water Management Plan Water Demand Analysis and Water Conservation Measures Update. The City of Santa Rosa has agreed to contract with Maddaus Water Management Inc. ("Maddaus") for this work. The Parties now desire to establish a cost sharing arrangement whereby the Parties will jointly fund the work administered by the City of Santa Rosa.

2. Agreement for Professional Services and Scope of Work

The Agreement for Professional Services with Maddaus for Preparation of the 2015 Urban Water Management Plan Water Demand Analysis and Water Conservation Measures Update ("Services Agreement") including the collectively prepared Scope of Work is attached as Exhibit A to this Letter Agreement and establishes the work to be undertaken by Maddaus and administered by the City of Santa Rosa.

3. Cost Share

The Parties agree that the cost of the work performed under the Services Agreement shall be shared fifty percent (50%) on an equal basis and fifty percent (50%) on a pro-rated

Letter Agreement

basis based on the number of water service connections existing in each Party's service territory as of October 2014 (collectively "Cost Share"). Said Cost Share for each Party is shown on Exhibit B attached to this Letter Agreement, and incorporated by this reference.

4. Cost for Increase Scope of Work

No increased scope of work shall be authorized under the Services Agreement without the consent of all Parties to this Letter Agreement, and any cost for said increased scope of work shall be shared among the Parties in the same manner as described in Section 3 in this Letter Agreement.

5. Payment

Payment to the City of Santa Rosa by each Party pursuant to the Cost Share identified in Section 3 shall be made as follows:

1. Fifty percent (50%) of Cost Share made within thirty (30) days of receipt of an invoice from City of Santa Rosa subsequent to Maddaus executing the Services Agreement.
2. Remainder payment within thirty (30) days upon receipt of invoice subsequent to Maddaus completing the work (anticipated to be on July 15, 2015). Payments shall be made to City of Santa Rosa, Attention: Rocky Vogler, 69 Stony Circle, Santa Rosa, CA 95401.

6. Miscellaneous

The Parties agree to execute this Letter Agreement by January 31, 2015, which shall be the effective date of this Letter Agreement. If all Parties have not executed this Letter Agreement by said date, the Parties who have executed this Letter Agreement agree that the cost share will be recalculated among participating Parties as described in Section 3 and the Services Agreement will be amended to only include participating parties. The City of Santa Rosa will notify each Party of the recalculated cost share in writing.

7. Letter Agreement Authorization

Letter Agreement

This Letter Agreement constitutes the entire understanding and agreement of the Parties and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the transaction discussed in this Letter Agreement. This Letter Agreement may be signed in counterparts. By signing below, the Parties signify authorization to enter into this Letter Agreement.

David Guhin
City of Santa Rosa

Date

Darrin Jenkins
City of Rohnert Park

Date

John Brown
City of Petaluma

Date

Carol Giovanatto
City of Sonoma

Date

Damien O'Bid
City of Cotati

Date

Letter Agreement

Linda Kelly
Town of Windsor

Date

Krishna Kumar
Marin Municipal Water District

Date

Chris DeGabriele
North Marin Water District

Date

Dan Muelrath
Valley of the Moon Water District

Date

Attachments: Exhibit A – Services Agreement
 Exhibit B – Cost Share

EXHIBIT A

CITY OF SANTA ROSA PROFESSIONAL SERVICES AGREEMENT WITH MADDAUS WATER MANAGEMENT INC. AGREEMENT NUMBER F _____

This "Agreement" is made as of this _____ day of _____, 2014, by and between the City of Santa Rosa, a municipal corporation ("City"), and Maddaus Water Management Inc., a California Corporation ("Consultant").

RECITALS

A. City desires to have updated water demand and conservations projections prepared for the Sonoma-Marín Water Saving Partnership. The services generally include data review and analysis, development of demand projections, analysis of demand management measures and programs for each Water Contractor, and preparation of individual final reports suitable for inclusion with each Water Contractor's 2015 Urban Water Management Plan.

B. City desires to retain a qualified firm to conduct the services described above in accordance with the Scope of Services as more particularly set forth in Exhibit A to the Agreement.

C. Consultant represents to City that it is a firm composed of highly trained professionals and is fully qualified to conduct the services described above and render advice to City in connection with said services.

D. The parties have negotiated upon the terms pursuant to which Consultant will provide such services and have reduced such terms to writing.

AGREEMENT

NOW, THEREFORE, City and Consultant agree as follows:

1. SCOPE OF SERVICES

Consultant shall provide to City the services described in Exhibit A ("Scope of Services"). Consultant shall provide these services at the time, place, and in the manner specified in Exhibit A. Exhibit A is attached hereto for the purpose of defining the manner and scope of services to be provided by Consultant and is not intended to, and shall not be construed so as to, modify or expand the terms, conditions or provisions contained in this Agreement. In the event of any conflict between this Agreement and any terms or conditions of any document prepared or provided by Consultant and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the terms of this Agreement shall control and prevail.

2. COMPENSATION

a. City shall pay Consultant for services rendered pursuant to this Agreement at the rates, times and in the manner set forth in Exhibit A. Consultant shall submit monthly statements to City which shall itemize the services performed as of the date of the statement and set forth a progress report, including work accomplished during the period, percent of each task completed, and planned effort for the next period. Invoices shall identify personnel who have worked on the services provided, the number

of hours each worked during the period covered by the invoice, the hourly rate for each person, and the percent of the total project completed, consistent with the rates and amounts shown in Exhibit A.

b. The payments prescribed herein shall constitute all compensation to Consultant for all costs of services, including, but not limited to, direct costs of labor of employees engaged by Consultant, travel expenses, telephone charges, copying and reproduction, computer time, and any and all other costs, expenses and charges of Consultant, its agents and employees. In no event shall City be obligated to pay late fees or interest, whether or not such requirements are contained in Consultant's invoice.

c. Notwithstanding any other provision in this Agreement to the contrary, the total maximum compensation to be paid for the satisfactory accomplishment and completion of all services to be performed hereunder shall in no event exceed the sum of two-hundred, fourteen-thousand, fifty-five dollars and no cents (\$214,055.00), which includes a 10% contingency. The City's Chief Financial Officer is authorized to pay all proper claims from Charge Number 55420.

3. DOCUMENTATION; RETENTION OF MATERIALS

a. Consultant shall maintain adequate documentation to substantiate all charges as required under Section 2 of this Agreement.

b. Consultant shall keep and maintain full and complete documentation and accounting records concerning all extra or special services performed by it that are compensable by other than an hourly or flat rate and shall make such documents and records available to authorized representatives of City for inspection at any reasonable time.

c. Consultant shall maintain the records and any other records related to the performance of this Agreement and shall allow City access to such records during the performance of this Agreement and for a period of four (4) years after completion of all services hereunder.

4. INDEMNITY

a. Consultant shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless City, and its employees, officials and agents ("Indemnified Parties") from all claims, demands, costs or liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, interest, defense costs, and expert witness fees), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, employees, or agents, in said performance of professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of City.

b. The existence or acceptance by City of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of City's rights under this Section 4, nor shall the limits of such insurance limit the liability of Consultant hereunder. This Section 4 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 17(b), below. The provisions of this Section 4 shall survive any expiration or termination of this Agreement.

5. INSURANCE

a. Consultant shall maintain in full force and effect all of the insurance coverage described in, and in accordance with, Attachment One, "Insurance Requirements." Maintenance of the insurance coverage set forth in Attachment One is a material element of this Agreement and a material part of the consideration provided by Consultant in exchange for City's agreement to make the payments prescribed hereunder. Failure by Consultant to (i) maintain or renew coverage, (ii) provide City notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by City as a material breach of this Agreement by Consultant, whereupon City shall be entitled to all rights and remedies at law or in equity, including but not limited to immediate termination of this Agreement. Notwithstanding the foregoing, any failure by Consultant to maintain required insurance coverage shall not excuse or alleviate Consultant from any of its other duties or obligations under this Agreement. In the event Consultant, with approval of City pursuant to Section 6 below, retains or utilizes any subcontractors or subconsultants in the provision of any services to City under this Agreement, Consultant shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverages set forth in the Insurance Requirements in Attachment One.

b. Consultant agrees that any available insurance proceeds broader than or in excess of the coverages set forth in the Insurance Requirements in Attachment One shall be available to the additional insureds identified therein.

c. Consultant agrees that the insurance coverages and limits provided under this Agreement are the greater of: (i) the coverages and limits specified in Attachment One, or (ii) the broader coverages and maximum limits of coverage of any insurance policy or proceeds available to the name insureds.

6. ASSIGNMENT

Consultant shall not assign any rights or duties under this Agreement to a third party without the express prior written consent of City, in City's sole and absolute discretion. Consultant agrees that the City shall have the right to approve any and all subcontractors and subconsultants to be used by Consultant in the performance of this Agreement before Consultant contracts with or otherwise engages any such subcontractors or subconsultants.

7. NOTICES

Except as otherwise provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party, shall be in writing and may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage, and addressed as indicated below, and depositing in the United States mail to:

City Representative:

Rocky Vogler, Sr. Water Resources
Planner
69 Stony Circle
Santa Rosa, CA 95401
Phone 707-543-3938

Consultant Representative:

Michelle Maddaus, President
105 Zephyr Place
Danville, CA 94526
Phone 925-831-0194

8. INDEPENDENT CONTRACTOR

a. It is understood and agreed that Consultant (including Consultant's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Consultant nor Consultant's assigned personnel shall be entitled to any benefits payable to employees of City. City is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of this Agreement, and Consultant shall be issued a Form 1099 for its services hereunder. As an independent contractor, Consultant hereby agrees to indemnify and hold City harmless from any and all claims that may be made against City based upon any contention by any of Consultant's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any services under this Agreement.

b. It is further understood and agreed by the parties hereto that Consultant, in the performance of Consultant's obligations hereunder, is subject to the control and direction of City as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by Consultant for accomplishing such results. To the extent that Consultant obtains permission to, and does, use City facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the Consultant's sole discretion based on the Consultant's determination that such use will promote Consultant's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the City does not require that Consultant use City facilities, equipment or support services or work in City locations in the performance of this Agreement.

c. If, in the performance of this Agreement, any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision, and control of Consultant. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Consultant. It is further understood and agreed that Consultant shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Consultant's assigned personnel and subcontractors.

d. The provisions of this Section 8 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between City and Consultant. Consultant may represent, perform services for, or be employed by such additional persons or companies as Consultant sees fit.

9. ADDITIONAL SERVICES

Changes to the Scope of Services shall be by written amendment to this Agreement and shall be paid on an hourly basis at the rates set forth in Exhibit A, or paid as otherwise agreed upon by the parties in writing prior to the provision of any such additional services.

10. SUCCESSORS AND ASSIGNS

City and Consultant each binds itself, its partners, successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect of all promises and agreements contained herein.

11. TERM, SUSPENSION, TERMINATION

a. This Agreement shall become effective on the date that it is made, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.

b. City shall have the right at any time to temporarily suspend Consultant's performance hereunder, in whole or in part, by giving a written notice of suspension to Consultant. If City gives such notice of suspension, Consultant shall immediately suspend its activities under this Agreement, as specified in such notice.

c. City shall have the right to terminate this Agreement for convenience at any time by giving a written notice of termination to Consultant. Upon such termination, Consultant shall submit to City an itemized statement of services performed as of the date of termination in accordance with Section 2 of this Agreement. These services may include both completed work and work in progress at the time of termination. City shall pay Consultant for any services for which compensation is owed; provided, however, City shall not in any manner be liable for lost profits that might have been made by Consultant had the Agreement not been terminated or had Consultant completed the services required by this Agreement. Consultant shall promptly deliver to City all documents related to the performance of this Agreement in its possession or control. All such documents shall be the property of City without additional compensation to Consultant.

12. TIME OF PERFORMANCE

The services described herein shall be provided during the period, or in accordance with the schedule, set forth in Exhibit A. Consultant shall complete all the required services and tasks and complete and tender all deliverables to the reasonable satisfaction of City, not later than July 15, 2015.

13. STANDARD OF PERFORMANCE

Consultant shall perform all services performed under this Agreement in the manner and according to the standards currently observed by a competent practitioner of Consultant's profession in California. All products of whatsoever nature that Consultant delivers to City shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Consultant's profession, and shall be provided in accordance with any schedule of performance. Consultant shall assign only competent personnel to perform services under this Agreement. Consultant shall notify City in writing of any changes in Consultant's staff assigned to perform the services under this Agreement prior to any such performance. In the event that City, at any time, desires the removal of any person assigned by Consultant to perform services under this Agreement, because City, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, Consultant shall remove such person immediately upon receiving notice from City of the desire of City for the removal of such person.

14. CONFLICTS OF INTEREST

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of City or that would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be

employed by it as an officer, employee, agent or subcontractor, without the written consent of City. Consultant agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City at all times during the performance of this Agreement.

15. CONFLICT OF INTEREST REQUIREMENTS

a. **Generally.** The City's Conflict of Interest Code requires that individuals who qualify as "consultants" under the Political Reform Act, California Government Code sections 87200 *et seq.*, comply with the conflict of interest provisions of the Political Reform Act and the City's Conflict of Interest Code, which generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests. The term "consultant" generally includes individuals who make governmental decisions or who serve in a staff capacity.

b. **Conflict of Interest Statements.** The individual(s) who will provide services or perform work pursuant to this Agreement are "consultants" within the meaning of the Political Reform Act and the City's Conflict of Interest Code:

☐ yes ☒ no (check one)

If "yes" is checked by the City, Consultant shall cause the following to occur within 30 days after execution of this Agreement:

- (1) Identify the individuals who will provide services or perform work under this Agreement as "consultants"; and
- (2) Cause these individuals to file with the City Clerk the assuming office statements of economic interests required by the City's Conflict of Interest Code.

Thereafter, throughout the term of the Agreement, Consultant shall cause these individuals to file with the City Clerk annual statements of economic interests, and "leaving office" statements of economic interests, as required by the City's Conflict of Interest Code.

The above statements of economic interests are public records subject to public disclosure under the California Public Records Act. The City may withhold all or a portion of any payment due under this Agreement until all required statements are filed.

16. CONFIDENTIALITY OF CITY INFORMATION

During performance of this Agreement, Consultant may gain access to and use City information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the City. Consultant agrees to protect all City Information and treat it as strictly confidential, and further agrees that Consultant shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of City. In addition, Consultant shall comply with all City policies governing the use of the City network and technology systems. A violation by Consultant of this Section 16 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

17. CONSULTANT INFORMATION

a. City shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Consultant pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. Consultant shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by City.

b. Consultant shall fully defend, indemnify and hold harmless City, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by Consultant pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. City shall make reasonable efforts to notify Consultant not later than ten (10) days after City is served with any such claim, action, lawsuit or other proceeding, provided that City's failure to provide such notice within such time period shall not relieve Consultant of its obligations hereunder, which shall survive any termination or expiration of this Agreement.

c. All proprietary and other information received from Consultant by City, whether received in connection with Consultant's proposal, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to City, City shall give notice to Consultant of any request for the disclosure of such information. Consultant shall then have five (5) days from the date it receives such notice to enter into an agreement with the City, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorneys' fees) incurred by City in any legal action to compel the disclosure of such information under the California Public Records Act. Consultant shall have sole responsibility for defense of the actual "trade secret" designation of such information.

d. The parties understand and agree that any failure by Consultant to respond to the notice provided by City and/or to enter into an agreement with City, in accordance with the provisions of subsection c, above, shall constitute a complete waiver by Consultant of any rights regarding the information designated "trade secret" by Consultant, and such information shall be disclosed by City pursuant to applicable procedures required by the Public Records Act.

18. MISCELLANEOUS

a. Entire Agreement. This Agreement contains the entire agreement between the parties. Any and all verbal or written agreements made prior to the date of this Agreement are superseded by this Agreement and shall have no further effect.

b. Modification. No modification or change to the terms of this Agreement will be binding on a party unless in writing and signed by an authorized representative of that party.

c. Compliance with Laws. Consultant shall perform all services described herein in compliance with all applicable federal, state and local laws, rules, regulations, and ordinances, including

but not limited to, (i) the Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.) ("ADA"), and any regulations and guidelines issued pursuant to the ADA; and (ii) Labor Code sections 1720, *et seq.*, which require prevailing wages (in accordance with DIR determinations at www.dir.ca.gov) be paid to any employee performing work covered by Labor Code sections 1720 *et seq.* Consultant shall pay to the City when due all business taxes payable by Consultant under the provisions of Chapter 6-04 of the Santa Rosa City Code. The City may deduct any delinquent business taxes, and any penalties and interest added to the delinquent taxes, from its payments to Consultant.

d. Governing Law; Venue. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court in Sonoma County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such court, and consent to service of process issued by such court.

e. Waiver of Rights. Neither City acceptance of, or payment for, any service or performed by Consultant, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

f. Incorporation of attachments and exhibits. The attachments and exhibits to this Agreement are incorporated and made part of this Agreement, subject to terms and provisions herein contained.

19. AUTHORITY; SIGNATURES REQUIRED FOR CORPORATIONS

Consultant hereby represents and warrants to City that it is (a) a duly organized and validly existing corporation, formed and in good standing under the laws of the State of California, (b) has the power and authority and the legal right to conduct the business in which it is currently engaged, and (c) has all requisite power and authority and the legal right to consummate the transactions contemplated in this Agreement. Consultant hereby further represents and warrants that this Agreement has been duly authorized, and when executed by the signatory or signatories listed below, shall constitute a valid agreement binding on Consultant in accordance with the terms hereof.

If this Agreement is entered into by a corporation, it shall be signed by two corporate officers, one from each of the following two groups: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The title of the corporate officer shall be listed under the signature.

Executed as of the day and year first above stated.

CONSULTANT:

Name of Firm: Maddaus Water Management
Inc.

TYPE OF BUSINESS ENTITY (*check
one*):

☐ Individual/Sole Proprietor
☐ Partnership
☒ Corporation
☐ Limited Liability Company
☐ Other (please specify: _____)

Signatures of Authorized Persons:

By: Michelle Maddaus

Print Name: Michelle Maddaus

Title: President

By: Chris Matyas

Print Name: Chris Matyas

Title: Secretary

City of Santa Rosa Business Tax Cert. No.

CITY OF SANTA ROSA
a Municipal Corporation

By: _____

Print Name: Dan Galvin

Title: Chair, BPU

APPROVED AS TO FORM:

Office of the City Attorney

ATTEST:

BPU Secretary

Attachments:

Attachment One - Insurance Requirements
Exhibit A - Scope of Services & Compensation

Exhibit B

2015 UWMP Demand Analysis and Water Conservation Measures Update Work Cost Split

Estimated Total Cost	\$ 194,595
Total w/ 10% Contingency	\$ 214,055
50% Equal Share	\$ 10,811
50% Equal Share with Contingency	\$ 11,892

Contractor	No. Services (October 2014)	50% Prorated Share Based on No. Svcs	Total Contractor Cost (50% equal + 50% Prorated)	Total with Contingency
Santa Rosa	52,853	\$ 27,469	\$ 38,280	\$ 42,108
Rohnert Park	8,994	\$ 4,674	\$ 15,485	\$ 17,034
Cotati	2,579	\$ 1,340	\$ 12,151	\$ 13,366
VOMWD	6,901	\$ 3,587	\$ 14,398	\$ 15,837
Sonoma	4,206	\$ 2,186	\$ 12,997	\$ 14,297
Petaluma	20,222	\$ 10,510	\$ 21,321	\$ 23,453
MMWD	61,575	\$ 32,003	\$ 42,813	\$ 47,095
NMWD	20,747	\$ 10,783	\$ 21,594	\$ 23,753
Windsor	9,130	\$ 4,745	\$ 15,556	\$ 17,112
Total	187,207	\$ 97,298	\$ 194,595	\$ 214,055