

EXHIBIT
"A"

**CITY OF ROUND ROCK AGREEMENT FOR
PROFESSIONAL CONSULTING SERVICES RELATED TO
THE FY 2021 RATE STUDY UPDATE
WITH
RAFTELIS FINANCIAL CONSULTANTS, INC.**

THE STATE OF TEXAS	§	
	§	
THE CITY OF ROUND ROCK	§	KNOW ALL BY THESE PRESENTS
	§	
COUNTY OF WILLIAMSON	§	
COUNTY OF TRAVIS	§	

THIS AGREEMENT for professional consulting services related to the Fiscal Year 2021 rate study update (the "Agreement") is made and entered into on this _____ day of the month of _____, 2020, by and between the CITY OF ROUND ROCK, a Texas home-rule municipal corporation with offices located at 221 East Main Street, Round Rock, Texas 78664-5299, (the "City") and RAFTELIS FINANCIAL CONSULTANTS, INC., located at 3775 Capital of Texas Highway, Suite 155, Austin, Texas 78704 (the "Consultant").

RECITALS:

WHEREAS, City has determined that there is a need for professional services related to the Fiscal year 2021 rate study update; and

WHEREAS, City desires to contract with Consultant for such services; and

WHEREAS, the parties desire to enter into this Agreement to set forth in writing their respective rights, duties and obligations hereunder;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, it is mutually agreed between the parties as follows:

1.01 EFFECTIVE DATE, DURATION, AND TERM

This Agreement shall be effective on the date this Agreement has been signed by each party hereto and shall remain in full force and effect unless and until it expires by operation of the term indicated herein or is terminated or extended as provided herein.

The term of this Agreement shall be until full and satisfactory completion of the work specified herein is achieved, with an estimated completion date of May 31, 2021.

City reserves the right to review the Agreement at any time and may elect to terminate the Agreement with or without cause or may elect to continue.

2.01 PROPOSAL FOR SERVICES

For purposes of this Agreement, Consultant has issued its proposal for services for the tasks delineated therein, such proposal for services being attached to this Agreement as Exhibit "A" titled "Scope of Work," which document is incorporated herein for all purposes.

3.01 SCOPE OF SERVICES

Consultant shall satisfactorily provide all services described herein and as set forth in Exhibit "A" according to the schedule set forth agreed upon by the parties. Consultant's undertaking shall be limited to performing services for City and/or advising City concerning those matters on which Consultant has been specifically engaged. Consultant shall perform services in accordance with this Agreement in a professional and workmanlike manner pursuant to the Work Schedule attached as Exhibit "B," and incorporated herein by reference for all purposes.

4.01 LIMITATION TO SCOPE OF SERVICES

Consultant and City agree that the scope of services to be performed is enumerated in Exhibit "A" and herein, and Consultant shall not undertake work that is beyond the Scope of Work set forth in Exhibit "A," however, either party may make written requests for changes to the Scope of Work. To be effective, a change to the Scope of Work must be negotiated and agreed to and must be embodied in a valid Supplemental Agreement as described in 10.01.

5.01 CONTRACT AMOUNT

In consideration for the consulting services Consultant shall be paid on the basis of actual hours worked by employees performing work associated with this Agreement, in accordance with the Fee Schedule attached hereto as Exhibit "C."

Not-to-Exceed Total Payment for Services: Consultant's total compensation for consulting services hereunder shall not exceed **One Hundred Twenty-Four Thousand Four Hundred Seventy-Six and 25/100 Dollars (\$124,476.25)**. This amount represents the absolute limit of City's liability to Consultant hereunder unless same shall be changed by Supplemental Agreement, and City shall pay, strictly within the not-to-exceed sum recited herein, Consultant's fees for work done on behalf of City.

Payment for Reimbursable Expenses: There shall be no payments for reimbursable expenses included in this Agreement.

6.01 INVOICE REQUIREMENTS; TERMS OF PAYMENT

Invoices: To receive payment, Consultant shall prepare and submit detailed invoices to the City, in accordance with the delineation contained herein, for services rendered. Such invoices for services shall track the referenced Scope of Work, and shall detail the services performed, along with documentation for each service performed. Payment to Consultant shall be made on the basis of the invoices submitted by Consultant and approved by the City. Such invoices shall conform to the schedule of services and costs in connection therewith.

Should additional backup material be requested by the City relative to service deliverables, Consultant shall comply promptly. In this regard, should the City determine it necessary, Consultant shall make all records and books relating to this Agreement available to the City for inspection and auditing purposes.

Payment of Invoices: The City reserves the right to correct any error that may be discovered in any invoice that may have been paid to Consultant and to adjust same to meet the requirements of this Agreement. Following approval of an invoice, the City shall endeavor to pay Consultant promptly, but no later than the time period required under the Texas Prompt Payment Act described in Section 8.01 herein. Under no circumstances shall Consultant be entitled to receive interest on payments which are late because of a good faith dispute between Consultant and the City or because of amounts which the City has a right to withhold under this Agreement or state law. The City shall be responsible for any sales, gross receipts or similar taxes applicable to the services, but not for taxes based upon Consultant's net income.

7.01 INSURANCE

Consultant shall meet all City of Round Rock Insurance Requirements set forth at: http://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.20112.pdf. Consultant's Certificate of Insurance is attached as Exhibit "D."

8.01 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, any payment to be made by the City to Consultant will be made within thirty (30) days of the date the City receives goods under this Agreement, the date the performance of the services under this Agreement are completed, or the date the City receives a correct invoice for the goods or services, whichever is later. Consultant may charge interest on an overdue payment at the "rate in effect" on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b). This Prompt Payment Policy does not apply to payments made by the City in the event:

- (a) There is a bona fide dispute between the City and Consultant, a contractor, subcontractor, or supplier about the goods delivered or the service performed that cause the payment to be late; or

- (b) There is a bona fide dispute between Consultant and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or
- (c) The terms of a federal contract, grant, regulation, or statute prevent the City from making a timely payment with federal funds; or
- (d) The invoice is not mailed to the City in strict accordance with any instruction on the purchase order relating to the payment.

9.01 NON-APPROPRIATION AND FISCAL FUNDING

This Agreement is a commitment of the City's current revenues only. It is understood and agreed that the City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to purchase the services as determined by the City's budget for the fiscal year in question. The City may effect such termination by giving Consultant a written notice of termination at the end of its then-current fiscal year.

10.01 SUPPLEMENTAL AGREEMENT

The terms of this Agreement may be modified by written Supplemental Agreement hereto, duly authorized by City Council or by the City Manager, if the City determines that there has been a significant change in (1) the scope, complexity, or character of the services to be performed; or (2) the duration of the work. Any such Supplemental Agreement must be executed by both parties within the period specified as the term of this Agreement. Consultant shall not perform any work or incur any additional costs prior to the execution, by both parties, of such Supplemental Agreement. Consultant shall make no claim for extra work done or materials furnished unless and until there is full execution of any Supplemental Agreement, and the City shall not be responsible for actions by Consultant nor for any costs incurred by Consultant relating to additional work not directly authorized by Supplemental Agreement.

11.01 TERMINATION; DEFAULT

Termination: It is agreed and understood by Consultant that the City may terminate this Agreement for the convenience of the City, upon thirty (30) days' written notice to Consultant, with the understanding that immediately upon receipt of said notice all work being performed under this Agreement shall cease. Consultant shall invoice the City for work satisfactorily completed and shall be compensated in accordance with the terms hereof for work accomplished prior to the receipt of said notice of termination. Consultant shall not be entitled to any lost or anticipated profits for work terminated under this Agreement. Unless otherwise specified in this Agreement, all data, information, and work product related to this project shall become the property of the City upon termination of this Agreement and shall be promptly delivered to the City in a reasonably organized form without restriction on future use. Should the City subsequently contract with a new consultant for continuation of service on the project, Consultant

shall cooperate in providing information.

Termination of this Agreement shall extinguish all rights, duties, and obligations of the City and the terminated party to fulfill contractual obligations. Termination under this section shall not relieve the terminated party of any obligations or liabilities which occurred prior to termination.

Nothing contained in this section shall require the City to pay for any work which it deems unsatisfactory or which is not performed in compliance with the terms of this Agreement.

Default: Either party may terminate this Agreement, in whole or in part, for default if the Party provides the other Party with written notice of such default and the other fails to satisfactorily cure such default within ten (10) business days of receipt of such notice (or a greater time if agreed upon between the Parties).

If default results in termination of this Agreement, then the City shall give consideration to the actual costs incurred by Consultant in performing the work to the date of default. The cost of the work that is useable to the City, the cost to the City of employing another firm to complete the useable work, and other factors will affect the value to the City of the work performed at the time of default. Neither party shall be entitled to any lost or anticipated profits for work terminated for default hereunder.

The termination of this Agreement for default shall extinguish all rights, duties, and obligations of the terminating Party and the terminated Party to fulfill contractual obligations. Termination under this section shall not relieve the terminated party of any obligations or liabilities which occurred prior to termination.

Nothing contained in this section shall require the City to pay for any work which it deems unsatisfactory, or which is not performed in compliance with the terms of this Agreement.

12.01 NON-SOLICITATION

All parties agree that they shall not directly or indirectly solicit for employment, employ, or otherwise retain staff of the other during the term of this Agreement.

13.01 INDEPENDENT CONTRACTOR STATUS

Consultant is an independent contractor and is not the City's employee. Consultant's employees or subcontractors are not the City's employees. This Agreement does not create a partnership, employer-employee, or joint venture relationship. No party has authority to enter into contracts as agent for the other party. Consultant and the City agree to the following rights consistent with an independent contractor relationship:

- (1) Consultant has the right to perform services for others during the term hereof.

- (2) Consultant has the sole right to control and direct the means, manner and method by which it performs its services required by this Agreement.
- (3) Consultant has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Agreement.
- (4) Consultant or its employees or subcontractors shall perform services required hereunder, and the City shall not hire, supervise, or pay assistants to help Consultant.
- (5) Neither Consultant nor its employees or subcontractors shall receive training from the City in skills necessary to perform services required by this Agreement.
- (6) City shall not require Consultant or its employees or subcontractors to devote full time to performing the services required by this Agreement.
- (7) Neither Consultant nor its employees or subcontractors are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of the City.

14.01 CONFIDENTIALITY; MATERIALS OWNERSHIP

Any and all programs, data, or other materials furnished by the City for use by Consultant in connection with services to be performed under this Agreement, and any and all data and information gathered by Consultant, shall be held in confidence by Consultant as set forth hereunder. Each party agrees to take reasonable measures to preserve the confidentiality of any proprietary or confidential information relative to this Agreement, and to not make any use thereof other than for the performance of this Agreement, provided that no claim may be made for any failure to protect information that occurs more than three (3) years after the end of this Agreement.

The parties recognize and understand that the City is subject to the Texas Public Information Act and its duties run in accordance therewith.

All data relating specifically to the City's business and any other information which reasonably should be understood to be confidential to City is confidential information of City. Consultant's proprietary software, tools, methodologies, techniques, ideas, discoveries, inventions, know-how, and any other information which reasonably should be understood to be confidential to Consultant is confidential information of Consultant. The City's confidential information and Consultant's confidential information is collectively referred to as "Confidential Information." Each party shall use Confidential Information of the other party only in furtherance of the purposes of this Agreement and shall not disclose such Confidential Information to any third party without the other party's prior written consent, which consent shall not be unreasonably withheld. Each party agrees to take reasonable measures to protect the confidentiality of the other party's Confidential Information and to advise their employees of the confidential nature of the Confidential Information and of the prohibitions herein.

Any and all materials created and developed by Consultant in connection with services performed under this Agreement, including all trademark and copyright rights, shall be the sole property of City at the expiration of this Agreement.

15.01 WARRANTIES

Consultant represents that all services performed hereunder shall be performed consistent with generally prevailing professional or industry standards and shall be performed in a professional and workmanlike manner. Consultant shall re-perform any work not in compliance with this representation.

16.01 LIMITATION OF LIABILITY

Should any of Consultant's services not conform to the requirements of the City or of this Agreement, then and in that event the City shall give written notification to Consultant; thereafter, (a) Consultant shall either promptly re-perform such services to the City's satisfaction at no additional charge, or (b) if such deficient services cannot be cured within the cure period set forth herein, then this Agreement may be terminated for default.

In no event will Consultant be liable for any loss, damage, cost or expense attributable to negligence, willful misconduct or misrepresentations by the City, its directors, employees or agents.

In no event shall Consultant be liable to the City, by reason of any act or omission relating to the services provided under this Agreement (including the negligence of Consultant), whether a claim be in tort, contract or otherwise, (a) for any consequential, indirect, lost profit, punitive, special or similar damages relating to or arising from the services, or (b) in any event, in the aggregate, for any amount in excess of the total fees paid by the City to Consultant under this Agreement, except to the extent determined to have resulted from Consultant's gross negligence, willful misconduct or fraudulent acts relating to the service provided hereunder.

17.01 INDEMNIFICATION

Consultant agrees to hold harmless, exempt, and indemnify City, its officers, agents, directors, servants, representatives and employees, from and against any and all suits, actions, legal proceedings, demands, costs, expenses, losses, damages, fines, penalties, liabilities and claims of any character, type, or description, including but not limited to any and all expenses of litigation, court costs, attorneys' fees and all other costs and fees incident to any work done as a result hereof.

To the extent allowable by law, City agrees to hold harmless, exempt, and indemnify Consultant, its officers, agents, directors, servants, representatives and employees, from and against any and all suits, actions, legal proceedings, demands, costs, expenses, losses, damages, fines, penalties, liabilities and claims of any character, type, or description, including but not

limited to any and all expenses of litigation, court costs, attorneys' fees and all other costs and fees incident to any work done as a result hereof.

18.01 ASSIGNMENT AND DELEGATION

The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party may assign any rights or delegate any duties under this Agreement without the other party's prior written approval, which approval shall not be unreasonably withheld.

19.01 LOCAL, STATE AND FEDERAL TAXES

Consultant shall pay all income taxes, and FICA (Social Security and Medicare taxes) incurred while performing services under this Agreement. The City will not do the following:

- (1) Withhold FICA from Consultant's payments or make FICA payments on its behalf;
- (2) Make state and/or federal unemployment compensation contributions on Consultant's behalf; or
- (3) Withhold state or federal income tax from any of Consultant's payments.

If requested, the City shall provide Consultant with a certificate from the Texas State Comptroller indicating that the City is not subject to State of Texas Sales and Use Tax.

20.01 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

A. Consultant, its consultants, agents, employees and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Charter and Ordinances of the City of Round Rock, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies. Consultant shall further obtain all permits, licenses, trademarks, or copyrights, if required in the performance of the services contracted for herein, and same shall belong solely to the City at the expiration of the term of this Agreement.

B. In accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods and services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this Agreement on behalf of Consultant verifies Consultant does not boycott Israel and will not boycott Israel during the term of this Agreement.

21.01 FINANCIAL INTEREST PROHIBITED

Consultant covenants and represents that Consultant, its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or

sale of any product, materials or equipment that will be recommended or required hereunder.

22.01 DESIGNATION OF REPRESENTATIVES

The City hereby designates the following representative authorized to act in its behalf with regard to this Agreement:

David Freireich, P.E., Utility Engineering Manager
Utilities and Environmental Services
3400 Sunrise Road
Round Rock, TX 78665
dfreireich@roundrocktexas.gov

23.01 NOTICES

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

- (1) When delivered personally to recipient's address as stated herein; or
- (2) Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

Notice to Consultant:

Raftelis Financial Consultants, Inc.
3775 Capital of Texas Highway
Suite 155
Austin, TX 78704

Notice to City:

City Manager, City of Round Rock
221 East Main Street
Round Rock, TX 78664

AND TO:

Stephan L. Sheets, City Attorney
309 East Main Street
Round Rock, TX 78664

Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of the City and Consultant.

24.01 APPLICABLE LAW; ENFORCEMENT AND VENUE

This Agreement shall be enforceable in Round Rock, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of Texas.

25.01 EXCLUSIVE AGREEMENT

The terms and conditions of this Agreement, including exhibits, constitute the entire agreement between the parties and supersede all previous communications, representations, and agreements, either written or oral, with respect to the subject matter hereof. The parties expressly agree that, in the event of any conflict between the terms of this Agreement and any other writing, this Agreement shall prevail. No modifications of this Agreement will be binding on any of the parties unless acknowledged in writing by the duly authorized governing body or representative for each party.

26.01 DISPUTE RESOLUTION

The City and Consultant hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

27.01 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion of provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion of provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

28.01 STANDARD OF CARE

Consultant represents that it is specially trained, experienced and competent to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed, whether by Consultant or designated subconsultants, in a manner acceptable to the City and according to generally accepted business practices.

29.01 GRATUITIES AND BRIBES

City, may by written notice to Consultant, cancel this Agreement without incurring any liability to Consultant if it is determined by City that gratuities or bribes in the form of entertainment, gifts, or otherwise were offered or given by Consultant or its agents or representatives to any City Officer, employee or elected representative with respect to the performance of this Agreement. In addition, Consultant may be subject to penalties stated in Title 8 of the Texas Penal Code.

30.01 RIGHT TO ASSURANCE

Whenever either party to this Agreement, in good faith, has reason to question the other party's intent to perform hereunder, then demand may be made to the other party for written assurance of the intent to perform. In the event that no written assurance is given within the reasonable time specified when demand is made, then and in that event the demanding party may treat such failure as an anticipatory repudiation of this Agreement.

31.01 MISCELLANEOUS PROVISIONS

Time is of the Essence. Consultant agrees that time is of the essence and that any failure of Consultant to complete the services for each phase of this Agreement within the agreed project schedule may constitute a material breach of this Agreement. Consultant shall be fully responsible for its delays or for failures to use reasonable efforts in accordance with the terms of this Agreement. Where damage is caused to City due to Consultant's failure to perform in these circumstances, City may withhold, to the extent of such damage, Consultant's payments hereunder without a waiver of any of City's additional legal rights or remedies. City shall render decisions pertaining to Consultant's work promptly to avoid unreasonable delays in the orderly progress of Consultant's work.

Force Majeure. Notwithstanding any other provisions herein to the contrary, no failure, delay or default in performance of any obligation hereunder shall constitute an event of default or breach of this Agreement, only to the extent that such failure to perform, delay or default arises out of causes beyond control and without the fault or negligence of the party otherwise chargeable with failure, delay or default; including but not limited to acts of God, acts of public enemy, civil war, insurrection, riots, fires, floods, explosion, theft, earthquakes, natural disasters or other casualties, strikes or other labor troubles, which in any way restrict the performance under this Agreement by the parties.

Section Numbers. The section numbers and headings contained herein are provided for convenience only and shall have no substantive effect on construction of this Agreement.

Waiver. No delay or omission by either party in exercising any right or power shall impair such right or power or be construed to be a waiver. A waiver by either party of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach or of any other covenant. No waiver or discharge shall be valid unless in writing

and signed by an authorized representative of the party against whom such waiver or discharge is sought to be enforced.


Multiple Counterparts. This Agreement may be executed in multiple counterparts, which taken together shall be considered one original. The City agrees to provide Consultant with one fully executed original.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates hereafter indicated.

City of Round Rock, Texas

By: _____
Printed Name: _____
Title: _____
Date Signed: _____

Raftelis Financial Consultants, Inc.

By:  _____
Printed Name: Harold J Smith
Title: Vice President
Date Signed: 11/17/20

For City, Attest:

By: _____
Sara L. White, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney

EXHIBIT A – SCOPE OF SERVICES

Project Work Plan

The tasks of our proposed project scope are summarized below and based on our understanding of the project expectations for the Utility Cost of Service Rate Study. Although we have listed these tasks consecutively, many tasks will overlap and be conducted concurrently.

Task 1: Project Development and Management

This task provides a solid foundation for the project. During the kick-off meeting, all aspects of the project will be discussed, including the primary objectives of the City, final deliverables, and ongoing project management. In addition, Raftelis will discuss the pricing objectives and rate setting objectives in order to gain a clearer understanding of what the City would like to achieve through its rate structure.

As part of this task, the Project Team will have discussions with City management and staff to obtain a thorough understanding of the financial, operational, regulatory and political environment. Key issues and areas of concern, such as operating procedures, rate and financial philosophies, the current financial vision, and the pricing objectives used to develop the current rate structures will be reviewed and discussed. Historical information will be reviewed related to costs, customers, usage, demand patterns, capital spending, and revenues generated in order to gain a better understanding of recent changes in operating characteristics and to develop information and materials required to facilitate the completion of later tasks.

The proposed project approach entails several different, yet interrelated, work efforts that will require effective coordination between the Project Team and the utility staff. Our project management approach stresses communication, teamwork, objectivity, and accountability for meeting project objectives. This includes general administrative duties, including client correspondence, billing, project documentation, and administration of the study control plan. This provides for consistent and competent project management to ensure that all deadlines and objectives are met in a timely and efficient manner. We believe in a no-surprises approach so that the client is always aware of the status of the project.

Task 2: Financial Planning and Rate Model Development

This task includes the creation of a water and wastewater cost of service and rate design model (Rate Model) tailored to the City's current situation and needs. The Rate Model will be constructed in Microsoft Excel, will incorporate the comprehensive 10-year financial plan, and will be user-friendly to run various financial scenarios based on key inputs. The Rate Model will be used as the primary vehicle in the next five tasks. Upon completion of the Study, the Rate Model will be a formal deliverable, and Raftelis will train City staff on the functionality and use of the model.

Task 3: Comprehensive Financial Planning and Revenue Requirement Determination

Raftelis will collect, analyze, and forecast all of the operating expenditures, capital expenditures, debt service, and miscellaneous items to be included in comprehensive ten-year water and wastewater financial plans for the ten-year study period 2021 – 2030. The projections contained in each financial plan will be developed in consultation with the utility and will focus on determining the level of rate revenue required to fund utility operations, meet target reserve balances, comply with debt service coverage rates and ensure long-term financial viability. The financial plan will be incorporated as a module in the Rate Model, discussed in Task 2.

Task 4: Water Cost Allocation and Rate Development

During this task, Raftelis will review existing methodologies for compliance with industry accepted approaches. In our own analysis, Raftelis will use a multi-step cost allocation methodology based on AWWA standard processes to allocate FY 2021 water utility revenue requirements to each water customer class based on the proportionate demands they impose on the water utility system and to determine the specific revenue requirement for each water service customer class.

Additionally, the existing demand and financial relationships, such as subsidies, between classes will be reviewed and will be determined if existing practice should continue or be revised to reflect new objectives or data-driven changes.

Raftelis will discuss the advantages and disadvantages of the existing water rate structure with City staff and recommend alternatives based on pricing objectives, cost of service, and City staff input. Coupled with the results of cost allocation analysis, the existing and alternative rate structures will be examined and evaluated using the Rate Model (Task 2). Customer impact analyses will be performed for comparison, and a proposed water rate structure and schedule of water rates will be recommended.

Task 5: Wastewater Cost Allocation and Rate Development

Similarly, Raftelis will review the existing methodology for wastewater allocation and rates for appropriateness according to industry accepted methods. For an updated calculation of wastewater cost of service, Raftelis will conduct a multi-step cost allocation methodology based on WEF standard processes to allocate FY 2021 wastewater utility revenue requirements to each customer class based on the proportionate demands they impose on the wastewater utility system and determine the specific revenue requirement for each wastewater service customer class. Similar to the water cost allocation, Raftelis will examine existing customer classes and review the existing relationships between customer classes.

Raftelis will discuss the advantages and disadvantages of the existing wastewater rate structure with City staff and recommend alternatives based on pricing objectives, cost of service, and City staff input. Coupled with the results of the cost allocation analysis, the existing and alternative rate structures will be examined and evaluated using the Rate Model (Task 2). Customer impact analyses will be performed for comparison, and a proposed wastewater rate structure and schedule of wastewater rates will be recommended.

Task 6: Wholesale Cost Allocation and Rate Determination

The objective of this Task is to perform a detailed wholesale rate study and to evaluate the rate calculation for each of the City's wholesale customers. Raftelis will conduct a cost of service study for the wholesale customers using industry-accepted methods. Based on the City's input during the kick-off meeting, Raftelis will work with the City to make any necessary modifications or changes to the selected rate calculation approach. The approach for the wholesale cost of service will consider the outcome of the City's Wholesale Rate Case. The detail of the rate calculation will be documented in a simple, straightforward manner for ease of understanding. This Task will also involve a meeting with the Project Team as well as individual meetings with each of the City's wholesale customers to brief the customers on any changes to the approach, future rates, and to address any questions.

Task 7: Benchmarking Study

The Study will include a benchmarking analysis to compare and benchmark the proposed rate structure and rates developed for the City with relevant neighboring communities and utilities of comparable size and service characteristics. Raftelis will work with City staff to develop an appropriate group of survey communities, and we anticipate that the final comparison group will be six to ten peer communities.

Task 8: Study Deliverables, Presentation of Results, and Support

Raftelis will document the Study's methodology and results in formal report. Raftelis will assist the City in drafting relevant policy and procedural language should any changes be necessary. As previously stated, the Rate Model will be a formal deliverable and will accompany the final report. Raftelis will create a PowerPoint presentation summarizing Study results and will present to City senior staff and City Council. As additional optional tasks not included in this scope, Raftelis can provide assistance as needed when conveying the new rate structure to the public, and Raftelis can serve as expert support in any related rate case should one arise.

Task 9: Contingency

This task has been included for contingency purposes only. If any additional items not covered above are needed, they will be completed under this task.

EXHIBIT B – WORK SCHEDULE

It is anticipated that the study will be substantially complete by May 2021. Raftelis understands that City staff will begin discussions with City Management and City Council in June which might result in changes. Reports and presentations will be finalized once those discussions are completed.

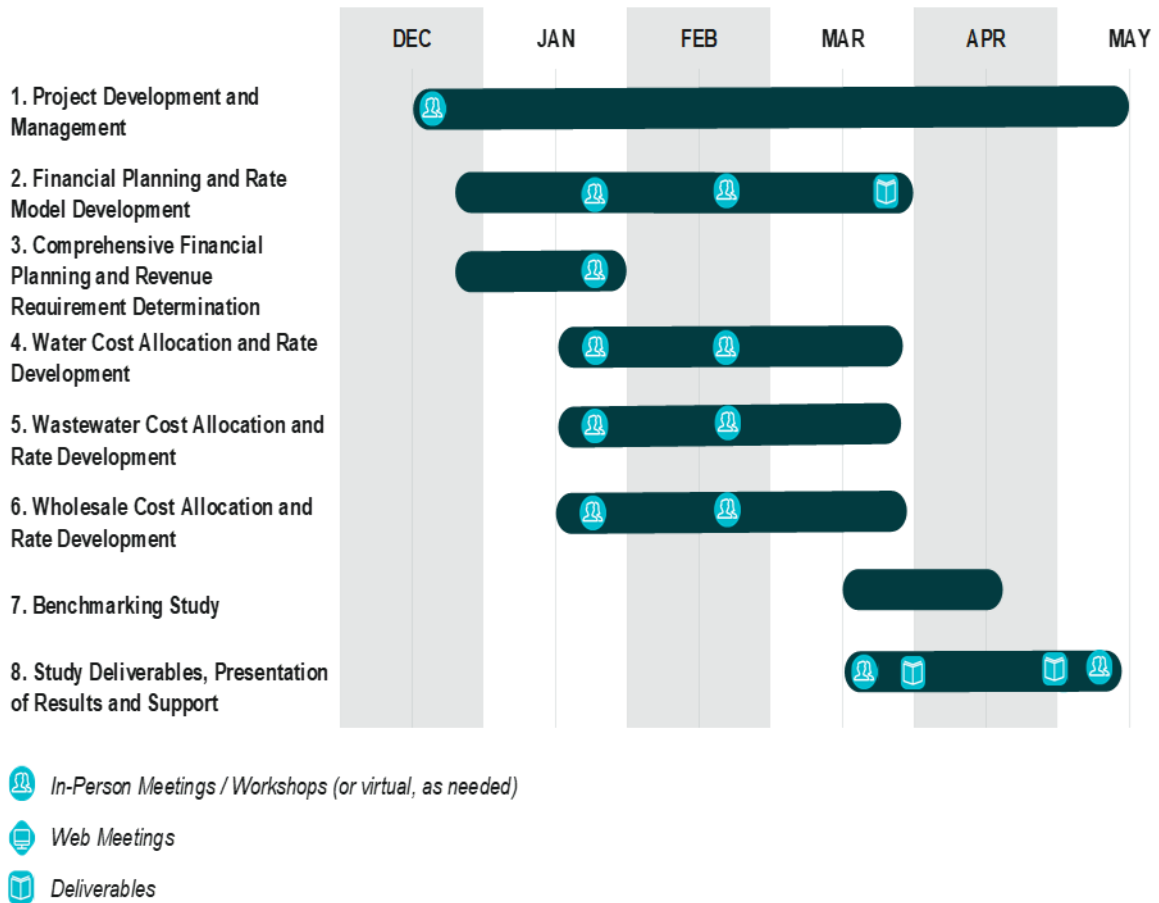


EXHIBIT C – FEE SCHEDULE

Project Name:		FY 2021 Rate Study Update				
Task		Total Labor Hours	Total Loaded Labor Cost	Other Direct Costs	Subconsultants	TOTALS
Task 1:	Project Development and Management	56	\$15,040.00	\$1,104.05	\$0.00	\$16,144.05
Task 2:	Financial Planning & Rate Model Development	56	\$11,560.00	\$1,649.00	\$0.00	\$13,209.00
Task 3:	Comprehensive Financial Planning & Revenue Requirement Determination	40	\$8,600.00	\$1,489.00	\$0.00	\$10,089.00
Task 4:	Water Cost Allocation & Rate Development	44	\$9,820.00	\$984.50	\$0.00	\$10,804.50
Task 5:	Wastewater Cost Allocation & Rate Development	44	\$9,820.00	\$984.50	\$0.00	\$10,804.50
Task 6:	Wholesale Cost Allocation & Rate Development	50	\$11,470.00	\$1,044.55	\$0.00	\$12,514.55
Task 7:	Benchmarking Study	30	\$6,330.00	\$844.50	\$0.00	\$7,174.50
Task 8:	Study Deliverables, Presentation of Results & Support	72	\$18,120.00	\$720.00		\$18,840.00
Task 9:	Contingency	99	\$24,896.15			\$24,896.15
GRAND TOTAL:		491	\$115,656.15	\$8,820.10	\$0.00	\$124,476.25

EXHIBIT D – CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/28/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: Cameron M Harris & Co, LLC; CONTACT NAME: Linda Rolfe; INSURER(S): National Fire Insurance Co. of Hartford, Continental Insurance Company, American Casualty Company of Reading PA, Continental Casualty Company.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Includes rows for Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation, and Professional Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Round Rock is included as additional insured with respect to General Liability, Automobile Liability and umbrella will follow form. 30 day notice of cancellation will be given except for non-payment of premium will be 10 days if required by written contract.

CERTIFICATE HOLDER: City Manager, City of Round Rock, 221 E. Main Street, Round Rock, TX 78664; CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF...