

**EXHIBIT****"A"**

**SUPPLEMENTAL AGREEMENT NO. 3  
TO "PROFESSIONAL CONSULTING SERVICES RELATED TO  
EXPERT WITNESS/LITIGATION SERVICES  
FOR WHOLESALE RATE CASES  
WITH  
RAFTELIS FINANCIAL CONSULTANTS, INC."**

**CITY OF ROUND ROCK**

§

**STATE OF TEXAS**

§

**KNOW ALL BY THESE PRESENTS:**

§

**COUNTY OF TRAVIS**

§

**COUNTY OF WILLIAMSON**

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§

**THIS SUPPLEMENTAL AGREEMENT NO. 3** to "City of Round Rock Agreement for Professional Consulting Services Related to Expert Witness/Litigation Services for Wholesale Rate Cases," hereinafter called "Supplemental Agreement No. 3," is made by and between the CITY OF ROUND ROCK, TEXAS, a home-rule municipality, hereinafter called the "City" and RAFTELIS FINANCIAL CONSULTANTS, INC., hereinafter called the "Consultant," located at 3775 Capital of Texas Highway, Suite 290, Austin, Texas 78704.

**WHEREAS**, the City and Consultant previously executed the referenced "City of Round Rock Agreement for Professional Consulting Services Related to Expert Witness/Litigation Services for Wholesale Rate Cases," hereinafter called the "Agreement," on December 3, 2020 by Resolution 2020-0353; and

**WHEREAS**, the City and Consultant subsequently executed Supplemental No. 1 amending the Scope of Work and increasing the Contract Amount of \$175,000.00 by an additional \$141,256.00 for a new Contract Amount of \$316,256.00; and

**WHEREAS**, the City and Consultant subsequently executed Supplemental No. 2 amending the Scope of Work and increasing the Contract Amount of \$316,256.00 by an additional \$170,000.00 for a new Contract Amount of \$486,256.00; and

**WHEREAS**, the City desires to amend the Scope of Work and increase the Contract Amount of \$486,256.00 by an additional \$350,000.00; and

**NOW THEREFORE**, in consideration of the mutual promises and obligations in the Agreement and this Supplemental Agreement No. 3, the City and Consultant agree that said Agreement is amended and supplemented as follows:

## I.

Section 3.01 of the Agreement is hereby amended to read as follows:

### 3.01 SCOPE OF SERVICES

Consultant shall satisfactorily provide all services described herein and as set forth in the Addendum to Exhibit "A," attached hereto and incorporated herein by reference for all purposes. 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.

## II.

Section 5.01 of the Agreement is hereby amended to read as follows:

### 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 the Addendum to Exhibit "C," incorporated herein by reference for all purposes.

**Not-to-Exceed Total Payment for Services:** Consultant's total compensation for consulting services hereunder shall not exceed **Eight Hundred Thirty-Six Thousand Two Hundred Fifty-Six and No/100 Dollars (\$836,256.00)**. 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.

## III.

This Supplemental Agreement No. 3 shall amend the original Agreement only as set forth herein with no other changes in terms or conditions of the original Agreement.

**IN WITNESS WHEREOF,** the City and Consultant have executed this Supplemental Agreement to be effective as of the last date of due execution by both parties.

**CITY OF ROUND ROCK, TEXAS**

**RAFTELIS FINANCIAL  
CONSULTANTS, INC.**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

By: Angie Flores  
Printed Name: Angie Flores  
Title: Vice President  
Date Signed: 4/25/2024

**ATTEST:**

By: \_\_\_\_\_  
Meagan Spinks, City Clerk

**FOR CITY, APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Stephanie L. Sandre, City Attorney

## ***ADDENDUM TO EXHIBIT A – SCOPE OF WORK***

Raftelis proposes providing the following services for the rate case:

- 1) Provide financial and rate analysis, as needed, through the rate case
- 2) Provide rate case support as it relates to Rate Case Application.
- 3) Rate case support will include providing direct and rebuttal testimony and participation in hearings.
- 4) Provide input into rate case strategy;
- 5) Respond to Requests for Information in coordination with Round Rock staff;
- 6) Develop any additional analysis required for settlement discussions or the rate case testimony.

***ADDENDUM TO EXHIBIT B – WORK SCHEDULE***

The schedule for these services will be dependent upon the rate case.

## ***ADDENDUM TO EXHIBIT C – FEE SCHEDULE***

The initial budget was \$175,000, with the first and second amendments of \$141,256 and \$170,000, respectively. This amendment of \$350,000 brings the total to \$836,256. Once we exceed this amount, we propose to complete the case on a time and materials basis at the Standard Hourly Billing Rates as shown below:

### **Raftelis' 2024 Standard Hourly Billing Rates**

<b>Position</b>	<b>Hourly Rate</b>
Chairman of the Board	\$500
Chief Executive Officer	\$450
Executive Vice President	\$400
Vice President	\$360
Senior Manager	\$320
Principal Consultant	\$295
Manager	\$285
Software Developer/Manager	\$285
Senior Consultant	\$250
Senior Software Developer	\$250
Consultant	\$220
Software Developer / Consultant	\$220
Creative Director	\$220
Junior Software Developer / Associate	\$185
Associate Consultant	\$185
Visual Facilitator	\$220
Graphic Designer	\$160
Analyst	\$135
GIS Specialist	\$115
Administration	\$100

\* Technology/Communications Charge – this is an hourly fee charged monthly for each hour worked on the project to recover telephone, facsimilie, computer, postage/overnight delivery, conference calls, electronic/computer webinars, photocopies, etc.