

PROFESSIONAL SERVICES AGREEMENT

City Manager's Office
701 Laurel St., Menlo Park, CA 94025
tel 650-330-6620



Agreement #: 2956

AGREEMENT FOR SERVICES BETWEEN THE CITY OF MENLO PARK AND EKI ENVIRONMENT & WATER, INC. (EKI)

THIS AGREEMENT made and entered into at Menlo Park, California, this 5/19/2020,
by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as
"CITY," and EKI ENVIRONMENT & WATER, INC. (EKI), hereinafter referred to as "FIRST PARTY."

WITNESSETH:

WHEREAS, CITY desires to retain FIRST PARTY to provide certain professional services for CITY in
connection with that certain project called: 2020 urban water management plan

WHEREAS, FIRST PARTY is licensed to perform said services and desires to and does hereby
undertake to perform said services.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, PROMISES AND
CONDITIONS of each of the parties hereto, it is hereby agreed as follows:

1. SCOPE OF WORK

In consideration of the payment by CITY to FIRST PARTY, as hereinafter provided, FIRST PARTY
agrees to perform all the services as set forth in Exhibit "A," Scope of Services.

2. SCHEDULE FOR WORK

FIRST PARTY's proposed schedule for the various services required pursuant to this agreement will
be as set forth in Exhibit "A," Scope of Services. CITY will be kept informed as to the progress of work
by written reports, to be submitted monthly or as otherwise required in Exhibit "A." Neither party shall
hold the other responsible for damages or delay in performance caused by acts of God, strikes,
lockouts, accidents or other events beyond the control of the other, or the other's employees and
agents.

FIRST PARTY shall commence work immediately upon receipt of a "Notice to Proceed" from CITY.
The "Notice to Proceed" date shall be considered the "effective date" of the agreement, as used
herein, except as otherwise specifically defined. FIRST PARTY shall complete all the work and deliver
to CITY all project related files, records, and materials within one month after completion of all of
FIRST PARTY's activities required under this agreement.

3. PROSECUTION OF WORK

FIRST PARTY will employ a sufficient staff to prosecute the work diligently and continuously and will
complete the work in accordance with the schedule of work approved by the CITY. (See Exhibit "A,"
Scope of Services).

4. COMPENSATION AND PAYMENT

- A. CITY shall pay FIRST PARTY an all-inclusive fee that shall not exceed \$83,000 as described in Exhibit "A," Scope of Services. All payments shall be inclusive of all indirect and direct charges to the Project incurred by FIRST PARTY. The CITY reserves the right to withhold payment if the City determines that the quantity or quality of the work performed is unacceptable.
- B. FIRST PARTY's fee for the services as set forth herein shall be considered as full compensation for all indirect and direct personnel, materials, supplies and equipment, and services incurred by FIRST PARTY and used in carrying out or completing the work.
- C. Payments shall be monthly for the invoice amount or such other amount as approved by CITY. As each payment is due, the FIRST PARTY shall submit a statement describing the services performed to CITY. This statement shall include, at a minimum, the project title, agreement number, the title(s) of personnel performing work, hours spent, payment rate, and a listing of all reimbursable costs. CITY shall have the discretion to approve the invoice and the work completed statement. Payment shall be for the invoice amount or such other amount as approved by CITY.
- D. Payments are due upon receipt of written invoices. CITY shall have the right to receive, upon request, documentation substantiating charges billed to CITY. CITY shall have the right to perform an audit of the FIRST PARTY's relevant records pertaining to the charges.

5. EQUAL EMPLOYMENT OPPORTUNITY

- A. FIRST PARTY, with regard to the work performed by it under this agreement shall not discriminate on the grounds of race, religion, color, national origin, sex, handicap, marital status or age in the retention of sub-consultants, including procurement of materials and leases of equipment.
- B. FIRST PARTY shall take affirmative action to insure that employees and applicants for employment are treated without regard to their race, color, religion, sex, national origin, marital status or handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training including apprenticeship.
- C. FIRST PARTY shall post in prominent places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- D. FIRST PARTY shall state that all qualified applications will receive consideration for employment without regard to race, color, religion, sex, national origin, marital status or handicap.
- E. FIRST PARTY shall comply with Title VI of the Civil Rights Act of 1964 and shall provide such reports as may be required to carry out the intent of this section.
- F. FIRST PARTY shall incorporate the foregoing requirements of this section in FIRST PARTY's agreement with all sub-consultants.

6. ASSIGNMENT OF AGREEMENT AND TRANSFER OF INTEREST

- A. FIRST PARTY shall not assign this agreement, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the CITY thereto, provided, however, that claims for money due or to become due to the FIRST PARTY from the CITY under this agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of an intended assignment or transfer shall be furnished promptly to the CITY.
- B. In the event there is a change of more than 30 percent of the stock ownership or ownership in FIRST PARTY from the date of this agreement is executed, then CITY shall be notified before the date of said change of stock ownership or interest and CITY shall have the right, in event of such change in stock ownership or interest, to terminate this agreement upon notice to FIRST PARTY. In the event CITY is not notified of any such change in stock ownership or interest, then upon knowledge of same, it shall be deemed that CITY has terminated this agreement.

7. INDEPENDENT WORK CONTROL

It is expressly agreed that in the performance of the service necessary for compliance with this agreement, FIRST PARTY shall be and is an independent contractor and is not an agent or employee of CITY. FIRST PARTY has and shall retain the right to exercise full control and supervision of the services and full control over the employment, direction, compensation and discharge of all persons assisting FIRST PARTY in the performance of FIRST PARTY's services hereunder. FIRST PARTY shall be solely responsible for its own acts and those of its subordinates and employees.

8. CONSULTANT QUALIFICATIONS

It is expressly understood that FIRST PARTY is licensed and skilled in the professional calling necessary to perform the work agreed to be done by it under this agreement and CITY relies upon the skill of FIRST PARTY to do and perform said work in a skillful manner usual to the profession. The acceptance of FIRST PARTY's work by CITY does not operate as a release of FIRST PARTY from said understanding.

9. NOTICES

All notices hereby required under this agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid or by overnight courier service. Notices required to be given to CITY shall be addressed as follows:

Nikki Nagaya
Public Works
City of Menlo Park
701 Laurel St.
Menlo Park, CA 94025
650-330-6740
nmmelgar@menlopark.org

Notices required to be given to FIRST PARTY shall be addressed as follows:

Anona Dutton
EKI Environmental & Water, Inc.
577 Airport Boulevard, Suite 500
Burlingame, CA 94010
650-292-9100
adutton@ekiconsult.com

Provided that any party may change such address by notice, in writing, to the other party and thereafter notices shall be addressed and transmitted to the new address.

10. HOLD HARMLESS

The FIRST PARTY shall defend, indemnify and hold harmless the CITY, its subsidiary agencies, their officers, agents, employees and servants from all claims, suits or actions that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the FIRST PARTY brought for, or on account of, injuries to or death of any person or damage to property resulting from the performance of any work required by this agreement by FIRST PARTY, its officers, agents, employees and servants. Nothing herein shall be construed to require the FIRST PARTY to defend, indemnify or hold harmless the CITY, its subsidiary agencies, their officers, agents, employees and servants against any responsibility to liability in contravention of Section 2782.8 of the California Civil Code.

11. INSURANCE

- A. FIRST PARTY shall not commence work under this agreement until all insurance required under this Section has been obtained and such insurance has been approved by the City, with certificates of insurance evidencing the required coverage.
- B. There shall be a contractual liability endorsement extending the FIRST PARTY's coverage to include the contractual liability assumed by the FIRST PARTY pursuant to this agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the CITY, at the address shown in Section 9, of any pending cancellation of the policy. FIRST PARTY shall notify CITY of any pending change to the policy. All certificates shall be filed with the City.
1. Workers' compensation and employer's liability insurance:
The FIRST PARTY shall have in effect during the entire life of this agreement workers' compensation and Employer's Liability Insurance providing full statutory coverage. In signing this agreement, the FIRST PARTY makes the following certification, required by Section 18161 of the California Labor Code: "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this agreement" (not required if the FIRST PARTY is a Sole Proprietor).
 2. Liability insurance:
The FIRST PARTY shall take out and maintain during the life of this agreement such Bodily Injury Liability and Property Damage Liability Insurance (Commercial General Liability Insurance) on an occurrence basis as shall protect it while performing work covered by this agreement from any and all claims for damages for bodily injury, including accidental death, as well as claims for property damage which may arise from the FIRST PARTY's operations under this agreement, whether such operations be by FIRST PARTY or by any sub-consultant or by anyone directly or indirectly employed by either of them. The amounts of such insurance shall be not less than one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) in aggregate, or one million dollars (\$1,000,000) combined single limit bodily injury and property damage for each occurrence. FIRST PARTY shall provide the CITY with acceptable evidence of coverage, including a copy of all declarations of coverage exclusions. FIRST PARTY shall maintain Automobile Liability Insurance pursuant to this agreement in an amount of not less than one million dollars (\$1,000,000) for each accident combined single limit or not less than one million dollars (\$1,000,000) for any one (1) person, and one million dollars (\$1,000,000) for any one (1) accident, and Three Hundred Thousand Dollars, (\$300,000) property damage.
 3. Professional liability insurance:
FIRST PARTY shall maintain a policy of professional liability insurance, protecting it against claims arising out of the negligent acts, errors, or omissions of FIRST PARTY pursuant to this agreement, in the amount of not less than one million dollars (\$1,000,000) per claim and in the aggregate. Said professional liability insurance is to be kept in force for not less than one (1) year after completion of services described herein.
- C. CITY and its subsidiary agencies, and their officers, agents, employees and servants shall be named as additional insured on any such policies of Commercial General Liability and Automobile Liability Insurance, (but not for the Professional Liability and workers' compensation), which shall also contain a provision that the insurance afforded thereby to the CITY, its subsidiary agencies, and their officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if the CITY, its subsidiary agencies and their officers and employees have other insurance against a loss covered by a policy, such other insurance shall be excess insurance only.
- D. In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, CITY, at its option, may, notwithstanding any other provision of this agreement to the contrary, immediately declare a material breach of this agreement and suspend all further work pursuant to this agreement.
- E. Before the execution of this agreement, any deductibles or self-insured retentions must be declared to and approved by CITY.

12. PAYMENT OF PERMITS/LICENSES

Contractor shall obtain any license, permit, or approval if necessary from any agency whatsoever for the work/services to be performed, at his/her own expense, before commencement of said work/services or forfeit any right to compensation under this agreement.

13. RESPONSIBILITY AND LIABILITY FOR SUB-CONSULTANTS AND/OR SUBCONTRACTORS

Approval of or by CITY shall not constitute nor be deemed a release of responsibility and liability of FIRST PARTY or its sub-consultants and/or subcontractors for the accuracy and competency of the designs, working drawings, specifications or other documents and work, nor shall its approval be deemed to be an assumption of such responsibility by CITY for any defect in the designs, working drawings, specifications or other documents prepared by FIRST PARTY or its sub-consultants and/or subcontractors.

14. OWNERSHIP OF WORK PRODUCT

Work products of FIRST PARTY for this project, which are delivered under this agreement or which are developed, produced and paid for under this agreement, shall become the property of CITY. The reuse of FIRST PARTY's work products by City for purposes other than intended by this agreement shall be at no risk to FIRST PARTY.

15. REPRESENTATION OF WORK

Any and all representations of FIRST PARTY, in connection with the work performed or the information supplied, shall not apply to any other project or site, except the project described in Exhibit "A" or as otherwise specified in Exhibit "A."

16. TERMINATION OF AGREEMENT

- A. CITY may give thirty (30) days written notice to FIRST PARTY, terminating this agreement in whole or in part at any time, either for CITY's convenience or because of the failure of FIRST PARTY to fulfill its contractual obligations or because of FIRST PARTY's change of its assigned personnel on the project without prior CITY approval. Upon receipt of such notice, FIRST PARTY shall:
1. Immediately discontinue all services affected (unless the notice directs otherwise); and
 2. Deliver to the CITY all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated or produced by FIRST PARTY in performing work under this agreement, whether completed or in process.
- B. If termination is for the convenience of CITY, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
- C. If the termination is due to the failure of FIRST PARTY to fulfill its agreement, CITY may take over the work and prosecute the same to completion by agreement or otherwise. In such case, FIRST PARTY shall be liable to CITY for any reasonable additional cost occasioned to the CITY thereby.
- D. If, after notice of termination for failure to fulfill agreement obligations, it is determined that FIRST PARTY had not so failed, the termination shall be deemed to have been effected for the convenience of the CITY. In such event, adjustment in the contract price shall be made as provided in Paragraph B of this Section.
- E. The rights and remedies of the CITY provided in this Section are in addition to any other rights and remedies provided by law or under this agreement.
- F. Subject to the foregoing provisions, the CITY shall pay FIRST PARTY for services performed and expenses incurred through the termination date.

17. INSPECTION OF WORK

It is FIRST PARTY's obligation to make the work product available for CITY's inspections and periodic reviews upon request by CITY.

18. COMPLIANCE WITH LAWS

It shall be the responsibility of FIRST PARTY to comply with all State and Federal Laws applicable to the work and services provided pursuant to this agreement, including but not limited to compliance with prevailing wage laws, if applicable.

19. BREACH OF AGREEMENT

- A. This agreement is governed by applicable federal and state statutes and regulations. Any material deviation by FIRST PARTY for any reason from the requirements thereof, or from any other provision of this agreement, shall constitute a breach of this agreement and may be cause for termination at the election of the CITY.
- B. The CITY reserves the right to waive any and all breaches of this agreement, and any such waiver shall not be deemed a waiver of any previous or subsequent breaches. In the event the CITY chooses to waive a particular breach of this agreement, it may condition same on payment by FIRST PARTY of actual damages occasioned by such breach of agreement.

20. SEVERABILITY

The provisions of this agreement are severable. If any portion of this agreement is held invalid by a court of competent jurisdiction, the remainder of the agreement shall remain in full force and effect unless amended or modified by the mutual consent of the parties.

21. CAPTIONS

The captions of this agreement are for convenience and reference only and shall not define, explain, modify, limit, exemplify, or aid in the interpretation, construction, or meaning of any provisions of this agreement.

22. LITIGATION OR ARBITRATION

In the event that suit or arbitration is brought to enforce the terms of this agreement, the prevailing party shall be entitled to litigation costs and reasonable attorneys' fees. The Dispute Resolution provisions are set forth on Exhibit "B," 'Dispute Resolution' attached hereto and by this reference incorporated herein.

23. RETENTION OF RECORDS

Contractor shall maintain all required records for three years after the City makes final payment and all other pending matters are closed, and shall be subject to the examination and /or audit of the City, a federal agency, and the state of California.

24. TERM OF AGREEMENT

This agreement shall remain in effect for the period of April 22, 2020 through December 31, 2021 unless extended, amended, or terminated in writing by CITY.

25. ENTIRE AGREEMENT

This document constitutes the sole agreement of the parties hereto relating to said project and states the rights, duties, and obligations of each party as of the document's date. Any prior agreement, promises, negotiations, or representations between parties not expressly stated in this document are not binding. All modifications, amendments, or waivers of the terms of this agreement must be in writing and signed by the appropriate representatives of the parties to this agreement.

26. STATEMENT OF ECONOMIC INTEREST

Consultants, as defined by Section 18701 of the Regulations of the Fair Political Practices Commission, Title 2, Division 6 of the California Code of Regulations, are required to file a Statement of Economic Interests with 30 days of approval of a contract services agreement with the City of its subdivisions, on an annual basis thereafter during the term of the contract, and within 30 days of completion of the contract.

Based upon review of the Consultant's Scope of Work and determination by the City Manager, it is determined that Consultant IS NOT required to file a Statement of Economic Interest. A statement of Economic Interest shall be filed with the City Clerk's office no later than 30 days after the execution of the agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

FOR FIRST PARTY:

DocuSigned by:

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5/19/2020

Signature

Date

Anona Dutton

Vice President

Printed name

Title

94-3087395

Tax ID#

APPROVED AS TO FORM:

DocuSigned by:

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5/19/2020

Cara E. Silver, Interim City Attorney

Date

FOR CITY OF MENLO PARK:

DocuSigned by:

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5/19/2020

Starla Jerome-Robinson, City Manager

Date

ATTEST:

DocuSigned by:

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5/19/2020

Judi A. Herren, City Clerk

Date

EXHIBIT "A" – SCOPE OF SERVICES**A1. SCOPE OF WORK**

FIRST PARTY agrees to provide consultant services for CITY's Public Works. In the event of any discrepancy between any of the terms of the FIRST PARTY's proposal and those of this agreement, the version most favorable to the CITY shall prevail. FIRST PARTY shall provide the following services:

Provide general consultant services for projects as determined by the CITY. The detailed scope of work for each task the CITY assigns the consultant shall be referred to as Exhibit A -1, which will become part of this agreement. A notice to proceed will be issued separately for each separate scope of work agreed to between the CITY and FIRST PARTY.

FIRST PARTY agrees to perform these services as directed by the CITY in accordance with the standards of its profession and CITY's satisfaction.

A2. COMPENSATION

CITY hereby agrees to pay FIRST PARTY at the rates to be negotiated between FIRST PARTY and CITY as detailed in Exhibit A-1. The actual charges shall be based upon (a) FIRST PARTY's standard hourly rate for various classifications of personnel; (b) all fees, salaries and expenses to be paid to engineers, consultants, independent contractors, or agents employed by FIRST PARTY; and shall (c) include reimbursement for mileage, courier and plan reproduction. The total fee for each separate Scope of Work agreed to between the CITY and FIRST PARTY shall not exceed the amount shown in Exhibit A-1.

FIRST PARTY shall be paid within thirty (30) days after approval of billing for work completed and approved by the CITY. Invoices shall be submitted containing all information contained in Section A5 below. In no event shall FIRST PARTY be entitled to compensation for extra work unless an approved change order, or other written authorization describing the extra work and payment terms, has been executed by CITY before the commencement of the work.

A3. SCHEDULE OF WORK

FIRST PARTY'S proposed schedule for the various services required will be set forth in Exhibit A-1.

A4. CHANGES IN WORK -- EXTRA WORK

In addition to services described in Section A1, the parties may from time to time agree in writing that FIRST PARTY, for additional compensation, shall perform additional services including but not limited to:

- Change in the services because of changes in scope of the work.
- Additional tasks not specified herein as required by the CITY.

The CITY and FIRST PARTY shall agree in writing to any changes in compensation and/or changes in FIRST PARTY's services before the commencement of any work. If FIRST PARTY deems work he/she has been directed to perform is beyond the scope of this agreement and constitutes extra work, FIRST PARTY shall immediately inform the CITY in writing of the fact. The CITY shall make a determination as to whether such work is in fact beyond the scope of this agreement and constitutes extra work. In the event that the CITY determines that such work does constitute extra work, it shall provide compensation to the FIRST PARTY in accordance with an agreed cost that is fair and equitable. This cost will be mutually agreed upon by the CITY and FIRST PARTY. A supplemental agreement providing for such compensation for extra work shall be negotiated between the CITY and the FIRST PARTY. Such supplemental agreement shall be executed by the FIRST PARTY and may be approved by the City Manager upon recommendation of the Public Works Director.

A5. BILLINGS

FIRST PARTY's bills shall include the following information: A brief description of services performed, project title and the agreement number; the date the services were performed; the number of hours spent and by whom; the current contract amount; the current invoice amount; Except as specifically authorized by CITY, FIRST PARTY shall not bill CITY for duplicate services performed by more than one person. In no event shall FIRST PARTY submit any billing for an amount in excess of the maximum amount of compensation provided in Section A2.

The expenses of any office, including furniture and equipment rental, supplies, salaries of employees, telephone calls, postage, advertising, and all other expenses incurred by FIRST PARTY in the performances of this agreement shall be incurred at the FIRST PARTY's discretion. Such expenses shall be FIRST PARTY's sole financial responsibility.

EXHIBIT "B" - DISPUTE RESOLUTION

- B1.0** All claims, disputes and other matters in question between the FIRST PARTY and CITY arising out of, or relating to, the contract documents or the breach thereof, shall be resolved as follows:
- B2.0 Mediation**
- B2.1** The parties shall attempt in good faith first to mediate such dispute and use their best efforts to reach agreement on the matters in dispute. After a written demand for non-binding mediation, which shall specify in detail the facts of the dispute, and within ten (10) days from the date of delivery of the demand, the matter shall be submitted to a mutually agreeable mediator. The Mediator shall hear the matter and provide an informal opinion and advice, none of which shall be binding upon the parties, but is expected by the parties to help resolve the dispute. Said informal opinion and advice shall be submitted to the parties within twenty (20) days following written demand for mediation. The Mediator's fee shall be shared equally by the parties. If the dispute has not been resolved, the matter shall be submitted to arbitration in accordance with Paragraph B3.1.
- B3.0 Arbitration**
- B3.1** Any dispute between the parties that is to be resolved by arbitration as provided in Paragraph B2.1 shall be settled and decided by arbitration conducted by the American Arbitration Association in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, as then in effect, except as provided below. Any such arbitration shall be held before three arbitrators who shall be selected by mutual agreement of the parties; if agreement is not reached on the selection of the arbitrators within fifteen (15) days, then such arbitrator(s) shall be appointed by the presiding Judge of the court of jurisdiction of the agreement.
- B3.2** The provisions of the Construction Industry Arbitration Rules of the American Arbitration Association shall apply and govern such arbitration, subject, however to the following:
- B3.3** Any demand for arbitration shall be writing and must be made within a reasonable time after the claim, dispute or other matter in question as arisen. In no event shall the demand for arbitration be made after the date that institution of legal or equitable proceedings based on such claim, dispute or other matter would be barred by the applicable statute of limitations.
- B3.4** The arbitrator or arbitrators appointed must be former or retired judges, or attorneys at law with last ten (10) years' experience in construction litigation.
- B3.5** All proceedings involving the parties shall be reported by a certified shorthand court reporter, and written transcripts of the proceedings shall be prepared and made available to the parties.
- B3.6** The arbitrator or arbitrators must be made within and provide to the parties factual findings and the reasons on which the decisions of the arbitrator or arbitrators is based.
- B3.7** Final decision by the arbitrator or arbitrators must be made within ninety (90) days from the date of the arbitration proceedings are initiated.
- B3.8** The prevailing party shall be awarded reasonable attorneys' fees, expert and non-expert witness costs and expenses, and other costs and expenses incurred in connection with the arbitration, unless the arbitrator or arbitrators for good cause determine otherwise.
- B3.9** Costs and fees of the arbitrator or arbitrators shall be borne by the non-prevailing party, unless the arbitrator or arbitrators for good cause determine otherwise.
- B3.10** The award or decision of the arbitrator or arbitrators, which may include equitable relief, shall be final, and judgment may be entered on it in accordance with applicable law in any court having jurisdiction over the matter.

Scope of Work

EKI proposes the following scope of work to assist City staff with developing its 2020 UWMP.

Task 1 – Review of Available Information and Initial Meetings

Specific information will be required for the 2020 UWMP regarding water demands and supplies, coordination efforts, water conservation, and compliance with Senate Bill x7-7. Prior to the kick-off meeting, EKI will review the City's 2015 UWMP and relevant changes and updates in the 2020 UWMP Act and DWR guidance.¹ EKI will provide the City with a tabular summary of the additional data and information needs and will work with City staff to identify when the relevant information is likely to become available. The table will be organized by UWMP section so the intended use of the data and the manner in which the data will be included in the UWMP is clear.

At the kick-off meeting, EKI and City staff will discuss UWMP requirements, project goals, opportunities, scheduling constraints, information needs, roles, responsibilities, and expectations. A key topic for discussion will be the project schedule to ensure efficient development of the UWMP in coordination with others and the timing of available data and information, as needed. EKI will prepare a detailed project schedule that will include: (1) a timeline for the City staff to submit data; and (2) a detailed timeline for the preparation of the 2020 UWMP, including project milestones.

A meeting with the City Planning staff will also be scheduled to ensure coordination between the 2020 UWMP and the City's implementation of the 2016 General Plan and other planning efforts. Input received from City Planning staff will be used to support review of demand projections to be provided by BAWSCA under Task 2.

Task 1 Deliverables

- Project kick-off meeting, with agenda and meeting notes
- Task-based project schedule, updated as needed

Task 2 – Prepare for and Attend Workshop #1 – Projected Water Demands

Task 2 includes preparing information regarding water system demand projections and summarizing the key results for presentation to City staff in a working meeting. Due to its dependency on 2020 water use information and population data, Senate Bill x7-7 water usage analysis will be completed as part of Task 4.

Subtask 2.1 Water System Description

Based on information provided or approved by the City, the characteristics of City's water service area including the water system, average rainfall, average temperature, demographics, water use sectors, and service area will be updated. This task assumes that EKI can largely build from the information and format included in the 2015 UWMP work effort.

Subtask 2.2 Current and Future Population Estimates

Per prior UWMP efforts, we have assumed that we will rely on information provided by the City, the 2010 Census data, California Department of Finance data, and/or DWR's population tool to estimate current population.

A major focus of the 2015 UWMP preparation was to coordinate with the City's then planning efforts and include development projections associated with the 2016 General Plan Update (i.e., "ConnectMenlo"). EKI anticipates that most of the future population and employment projections in the 2015 UWMP can be re-used. However, as the 2016 General Plan Update is now being implemented, EKI will work with City staff to incorporate any updated

¹ DWR is currently planning to release the 2020 UWMP Guidebook at the end of 2020; however, Ms. Wuelfing is a member of the workgroup tasked with developing the Guidebook, and will therefore have the most up-to-date information possible throughout the UWMP development.

information on the timing of major new developments into the future population and employment projections as well as any other relevant information provided by the City or the Association of Bay Area Governments (ABAG).

EKI will also review population and employment projections incorporated in the DSS Model that is anticipated to be provided by BAWSCA and assess whether they accurately reflect the 2016 General Plan Update and other City planning documents and information (e.g. water supply assessments, specific plans, etc.).

Subtask 2.3 Current and Future Water Demand Estimates

It is anticipated that the City will provide EKI with complete water use records in total and by customer sector between 2015 and 2020², as well as information related to distribution system losses, based on validated annual reports. EKI will review these demand data (on a per unit and per capita basis). We will compare the results to the assumptions included in the DSS Model that is anticipated to be provided by BAWSCA, including the assumptions regarding indoor vs. outdoor water use and water loss, and will alert the City of any discrepancies. The appropriate water demand factors will then be applied³ to projections of population and employment growth to estimate future water demands in five-year increments through 2045. Current and future water demands will be presented by customer classes, including distribution system losses.

Subtask 2.4 Conduct City Workshop #1

City Workshop #1 will include a presentation of the information identified above and will consist of an approximately one- to two-hour meeting with appropriate staff and stakeholders as identified by the City. During City Workshop #1, EKI will obtain input regarding the presentation of initial findings and guidance from the City on how to include the information in the Administrative Draft UWMP.

Task 2 Deliverables:

- Draft demand projections including descriptions of methodology and information related to sector-specific water use, indoor/outdoor water use, and water loss
- Workshop #1 agenda and minutes

Task 3 – Prepare for and Attend Workshop #2 – Water Supply Availability and Water Conservation Planning

Task 3 includes preparing information regarding water system supply projections as well as information regarding the City's water conservation measures.

Subtask 3.1 Water Supply Estimates

To the extent appropriate, the 2020 UWMP will incorporate information regarding the source, nature, and projected availability of the City's current water supplies. As part of this task, EKI will rely on information provided by the City and assess supply availability for: (1) supplemental future water supplies in development (e.g., implementation of the Sharon Heights recycled water project and development of recycled water for the ConnectMenlo area); (2) policies that incentivize non-potable water use such as the City's onsite reuse requirements in the 2016 General Plan and water budget guidelines⁴; (3) current and anticipated use of groundwater, including development of emergency supply wells; (4) availability and constraints of the City's existing SFPUC allocation; (5) potential water quality issues and/or potential effects of water quality on management strategies; and (6) any current or planned future water projects or water transfers.

² If the City selects a calendar year basis for UWMP reporting, EKI will complete current water demand estimates using 2014 through 2019 for Task 1, and update the analyses using calendar year 2020 billing data when it becomes available.

³ Future demand modeling may be conducted within or external to the DSS Model, depending on City preference. EKI has the ability to do either.

⁴ March 2018 City Council Meeting Agenda: <https://www.menlopark.org/DocumentCenter/View/17064/G7---Water-Budget-03272018?bidId=>

To correspond with the water demand evaluation, EKI will analyze the City's non-SFPUC water supply in five-year increments for the next 25 years for both normal and drought years under this task. Because of the anticipated timing of some information (e.g., SFPUC reliability), dry year supply reliability for the City's SFPUC allocation will be assessed under Task 4.

Subtask 3.2 Evaluation of Historic, Current and Projected Future Water Conservation

EKI will work with City staff to incorporate appropriate water conservation information into the 2020 UWMP based on the revised Demand Management Measure (DMM) framework required per Assembly Bill 2067 and CWC §10631. EKI has assumed that records of the City's historical and projected future water conservation programs and actions will be available from the City, specifically with respect to:

- Water waste prevention ordinances;
- Metering;
- Conservation pricing;
- Public education and outreach;
- Programs to assess and manage distribution system real loss;
- Water conservation program coordination and staffing support; and
- Other DMMs that have a significant impact on water use as measured in GPCD, including innovative measures, if implemented.

Subtask 3.3 Conduct City Workshop #2

City Workshop #2 will include a presentation of the information identified above and will consist of an approximately one- to two-hour meeting with appropriate staff and stakeholders as identified by the City. During City Workshop #2, EKI will obtain input regarding the presentation of initial findings and guidance from the City on how to include the information in the Administrative Draft UWMP.

Task 3 Deliverables:

- Draft supply projections including descriptions of methodology and water source quality, availability, and reliability
- Draft description of current and future water projects and/or water transfers
- Draft DMM summary
- Workshop #2 agenda and minutes

Task 4 – Prepare for and Attend Workshop #3 – Senate Bill x7-7 Compliance, Supply Reliability, and Water Shortage Contingency Planning

Task 4 includes UWMP analyses dependent on information anticipated to be made available in late 2020 or early 2021. This includes preparing information regarding the Senate Bill x7-7 water usage analysis, the City's water supply reliability, as well as information regarding water shortage contingency planning.

Subtask 4.1 Senate Bill x7-7 Per-Capita Water Usage Analysis

Pursuant to Senate Bill x7-7, the City's 2020 UWMP will need to provide the City's water use relative to its 2020 water use target. In 2015, the City was well below its Senate Bill x7-7 interim target of 229 GPCD, with actual water use of approximately 158 GPCD. The City's gross per capita water use data for Fiscal Year 2017-2018 was approximately 167 GPCD, per the most recent BAWSCA Annual Survey. Assuming this level of per capita demands holds generally constant or decreases, the City appears to be in full compliance with its Senate Bill x7-7 target for 2020 of 204 GPCD and limited additional analysis will be required. EKI assumes that DWR's population tool will be used to estimate 2020 population for its Senate Bill x7-7 water use analysis.

Subtask 4.2 Evaluation of Supply Versus Demand

Based on information provided by SFPUC and BAWSCA, EKI will evaluate supply reliability and/or constraints of the City's existing SFPUC allocation (e.g. related to the impacts of the SWRCB's Bay Delta Plan and pending Settlement Agreements). With this information and the information compiled under Task 3 for other supply sources, EKI will compare the City's total projected water supply to projected water demand in five-year increments for the next 25 years, for normal, dry, and multiple dry years. To the extent that there are significant shortfalls or uncertainties identified, EKI will bring these issues to the City's attention so that they can be addressed prior to drafting the Administrative Draft UWMP.

Subtask 4.3 Water Shortage Contingency Planning

As part of this task, EKI will update the City's existing WSCP for inclusion in the 2020 UWMP per CWC §10632 and reflect:

- The significant strides the City and its customers have made in recent years in terms of water conservation (i.e., demand hardening);
- The local public policy interests in how water shortages are allocated;
- The mechanisms by which the necessary cutbacks can be realized;
- The potential impacts of the projected cutbacks on the City revenues and staffing and the local economy; and
- The lead time required to implement specific actions during a water shortage (e.g., adding additional meter readers in order to move to more frequent billing).

EKI has assumed that common language will be provided through BAWSCA to address the new drought risk assessment (DRA) requirement to assess water supply reliability (or vulnerability) for a period of drought lasting five consecutive water years (CWC §10635(b)).

It should be noted that the changes to CWC §10632 requirements for WSCPs are significant, and the DWR Guidance on these changes has yet to be developed. We have assumed the level of effort necessary to complete this task. Should the level of effort to meet the requirements be greater than anticipated based on the Guidance as it is developed, EKI will communicate and work with the City to identify the best approach to address this issue.

Subtask 4.5 Conduct City Workshop #3

City Workshop #3 will include a presentation of the information identified above and will consist of a one- to two-hour meeting with appropriate staff and stakeholders as identified by the City. During City Workshop #3, EKI will obtain input regarding the presentation of initial findings and guidance from the City on how to include the information in the Administrative Draft UWMP.

Task 4 Deliverables:

- Evaluation of compliance with SB x7-7 2020 water use target
- Draft supply versus demand projection comparisons
- Updated WSCP
- Workshop #3 agenda and minutes

Task 5 – Prepare and Submit One Administrative Draft UWMP

Based upon the results of Tasks 1 through 4, EKI will prepare an Administrative Draft UWMP. EKI will provide five (5) bound paper copies and electronic versions (PDF and Word) to City staff for review and comment. Following a 30-day City review period, EKI will meet with key City staff to discuss comments and agree on an approach to modify the Administrative Draft UWMP.

Based on our experience with the 2015 UWMP development process, electronic versions are often sufficient for staff administrative review. EKI will discuss with City staff whether hard copies could be eliminated to streamline document production and reduce paper waste.

Task 5 Deliverables:

- Administrative Draft UWMP (5 hard copies and 2 electronic copies [PDF and Word versions])
- Administrative Draft City Workshop agenda and minutes

Task 6 – City Council Study Session

EKI will conduct a study session with the City Council prior to the issuance of a Public Draft UWMP. The study session will allow City staff to present information to, and receive feedback from, the City Council. The study session will consist of a presentation that summarizes the information presented during the workshops and the Administrative Draft UWMP, as modified to reflect the City's comments.

Task 6 Deliverables:

- Presentation materials (e.g., handouts and presentations)

Task 7 – Prepare Public Review Draft UWMP and Attend City Council Public Hearing

After the study session, EKl will meet with City staff to discuss the preferred manner for incorporating the City Council's comments into the Public Draft UWMP. Based on this meeting, EKl will prepare the Public Review Draft UWMP and provide five (5) bound paper copies and electronic versions (PDF and Word) of the Public Draft UWMP for City staff. Following a 30-day review period, EKl will communicate with key City staff to discuss comments received by the City as a result of external review and to agree on an approach to modify the Public Draft UWMP. EKl will attend and present at the public hearing when final adoption of the UWMP is being considered.

Task 7 Deliverables:

- Public Draft UWMP (5 hard copies, 2 electronic copies [PDF and Word versions])
- Presentation materials (e.g., handouts and presentations)

Task 8 – Preparation and Filing of Final UWMP

As appropriate, EKl will incorporate comments received on the Public Draft UWMP and at the public hearing into a Final 2020 UWMP, as well as the City Council's resolution to adopt the 2020 UWMP. Within 30 days of City Council adoption, EKl will forward the Final 2020 UWMP on the City's behalf to DWR, the California State Library, and the San Mateo County Library. The Final 2020 UWMP will be delivered, including supporting documentation to the City in the following formats: six (6) paper copies of the final 2020 UWMP; electronic versions of the final 2020 UWMP in PDF and Word format; and electronic files in GIS and Excel formats.

Task 8 Deliverables:

- Final UWMP (6 hard copies, 2 electronic copies [PDF and Word versions]) and supporting documents
- Final submittal to DWR

Task 9 – Project Management and Outreach

EKI will provide project management and consultation services to the City throughout the UWMP development process. This task includes coordination and communications with the City staff and general consultation and technical project management services by EKl, including the preparation of invoices and progress reports. It is anticipated that regular, brief conference calls with the City will also occur throughout the duration of the project.

This task also includes support for public outreach elements of the UWMP, including: (1) drafting the coordination letters and notices required by CWC Sections 10621(b); Section 10620(d)(2); and Section 10642; and (2) engaging stakeholders as directed by the City in City Workshops and Draft Review Meetings.

Task 9 Deliverables

- Monthly invoices and task-based progress status reports
- Draft and final versions of all outreach letters, notices, and other materials

Task 10 – Optional Attendance of Other Meetings and Trainings

At the request of the City, EKI will be available to attend the following optional workshops and/or meetings:

- Up to two (2) training sessions offered by DWR regarding 2020 UWMP preparations. It is assumed that EKI will attend with or in lieu of City staff to ensure that the City's 2020 UWMP is prepared in accordance with the DWR guidelines.
- Up to two (2) meetings with BAWSCA and the member agencies to review the DWR 2020 UWMP Guidebook, the common language sections, SFPUC supply reliability projections, and other elements for regional coordination purposes. It is assumed that EKI will attend with or in lieu of City staff to ensure that the City's 2020 UWMP can leverage the regional information, as appropriate. Based on our experience during the 2020 UWMP process, we expect that these will be two-hour meetings.

As the scope of this effort is difficult to precisely define, for costing purposes we have assumed that EKI will be available to participate in such meetings as requested by the City, to be compensated as additional work on an hourly basis as needed.