

Letter Agreement

Letter Agreement  
Between and Among City of Santa Rosa  
And  
Cities of Rohnert Park, Petaluma, Sonoma, Cotati, Town of Windsor  
And  
Marin Municipal Water District, North Marin Water District and Valley of the Moon Water District  
For  
Funding Consulting Services for Preparation of the 2020 Urban Water Management Plan  
Water Demand Analysis and Water Conservation Measures Update

1. General

The City of Santa Rosa and other Parties to this Letter Agreement (Cities of Rohnert Park, Petaluma, Sonoma, Cotati, Town of Windsor and Marin Municipal, North Marin and Valley of the Moon Water Districts) cooperatively prepared the Scope of Work for Consulting Services for Preparation of the 2020 Urban Water Management Plan Water Demand Analysis and Water Conservation Measures Update. The City of Santa Rosa has agreed to contract with EKI Environment & Water (“EKI”) for this work. The Parties now desire to establish a cost sharing arrangement whereby the Parties will jointly fund the work administered by the City of Santa Rosa.

2. Agreement for Professional Services and Scope of Work

The Agreement for Professional Services with EKI for Preparation of the 2020 Urban Water Management Plan Water Demand Analysis and Water Conservation Measures Update (“Services Agreement”) including the collectively prepared Scope of Work is attached as Exhibit A to this Letter Agreement and establishes the work to be undertaken by EKI and administered by the City of Santa Rosa.

3. Cost Share

The Parties agree that the base cost of the work performed under the Services Agreement shall be shared fifty percent (50%) on an equal basis and fifty percent (50%) on a pro-rated basis based on the number of water service connections existing in each Party’s service territory as of

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July 2019 (collectively "Cost Share"). Parties that have requested an upgraded, more detailed report will pay an additional flat fee. Said Cost Share for each Party is shown on Exhibit B attached to this Letter Agreement and incorporated by this reference.

### 4. Cost for Increase Scope of Work

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

### 5. Payment

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

1. Fifty percent (50%) of Cost Share made within thirty (30) days of receipt of an invoice from City of Santa Rosa subsequent to EKI executing the Services Agreement.
2. Remainder payment within thirty (30) days upon receipt of invoice subsequent to EKI completing the work (anticipated to be on December 31, 2020). Payments shall be made payable to the City of Santa Rosa and mailed to the attention of Colin Close at 69 Stony Circle, Santa Rosa, CA 95401.

### 6. Miscellaneous

The Parties agree to execute this Letter Agreement by December 2, 2019, which shall be the effective date of this Letter Agreement. If all Parties have not executed this Letter Agreement by said date, the Parties who have executed this Letter Agreement agree that the cost share will be recalculated among participating Parties as described in Section 3 and the Services Agreement will be amended to only include participating parties. The City of Santa Rosa will notify each Party of the recalculated cost share in writing.

### 7. Letter Agreement Authorization

Letter Agreement

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

\_\_\_\_\_  
Jennifer Burke  
City of Santa Rosa

\_\_\_\_\_  
Date

\_\_\_\_\_  
Darrin Jenkins  
City of Rohnert Park

\_\_\_\_\_  
Date

\_\_\_\_\_  
Peggy Flynn  
City of Petaluma

\_\_\_\_\_  
Date

\_\_\_\_\_  
Cathy Capriola  
City of Sonoma

\_\_\_\_\_  
Date

\_\_\_\_\_  
Damien O'Bid  
City of Cotati

\_\_\_\_\_  
Date

Letter Agreement

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Ken MacNab  
Town of Windsor

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Date

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Bennett Horenstein  
Marin Municipal Water District

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Date

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Drew McIntyre  
North Marin Water District

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Date

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Alan Gardner  
Valley of the Moon Water District

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Date

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