

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 2025 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 Water, North Marin and Valley of the Moon Water Districts) cooperatively prepared the Scope of Work for Consulting Services for Preparation of the 2025 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, Inc. (“Consultant”) 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 Consultant for Preparation of the 2025 Urban Water Management Plan Water Demand Analysis and Water Conservation Measures Update (“Services Agreement”) including the collectively prepared Scope of Work

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is attached as Exhibit A to this Letter Agreement (“Scope of Work” or “Work”) and establishes the work to be undertaken by Consultant and administered by the City of Santa Rosa.

3. Cost Share

The Parties agree that the base cost of the Work performed, and not including optional tasks or extra services, 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 July 2024 (collectively “Cost Share”). The 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

Any Party that requests that Consultant perform optional tasks or extra services will be solely responsible for paying for those additional services. No increased Scope of Work affecting all Parties shall be authorized under the Services Agreement without the prior written 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 Consultant executing the Services Agreement.

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- 2. Remainder payment within thirty (30) days upon receipt of invoice subsequent to Consultant completing the Work (anticipated to be on January 2026) Payments shall be made payable to the City of Santa Rosa and mailed to Santa Rosa Water, Attn: Claire Nordlie at 69 Stony Circle, Santa Rosa, CA 95401.

6. Effective Date

The Parties agree to execute this Letter Agreement by **December 2, 2024**, which shall be the effective date of this Letter Agreement (“Effective Date”). If all Parties have not executed this Letter Agreement by the Effective 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. No later than December 9, 2024, the City of Santa Rosa will notify Parties who have executed this Letter Agreement of the recalculated cost share in writing.

7. Letter Agreement Authorization

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

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Marcela Piedra
City of Rohnert Park

Date

Peggy Flynn
City of Petaluma

Date

David Guhin
City of Sonoma

Date

Damien O'Bid
City of Cotati

Date

Jon Davis
Town of Windsor

Date

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Bennett Horenstein
Marin Municipal Water District

Date

Tony Williams
North Marin Water District

Date

Matt Fullner
Valley of the Moon Water District

Date

Attachments: Exhibit A – Professional Services Agreement with EKI Environment & Water, Inc.
Exhibit B – Cost Share

Exhibit B

Base Report Estimated Total Cost

50% Share equal basis ($\$147,850 \div 9$ contractors)

*Optional Task (Tasks 5, \$10,400; Task 6, \$17,500)-Flat fee per agency

Contractor	No. Services	Streamline Report 50% Share Equal Basis	Streamline Report 50% Share Prorated	Total Streamline Report Only	10% Contingency	Total Streamline Report with Contingency	Optional Tasks	Total Streamline report only with optional tasks
Santa Rosa	54,309	\$ 16,428	\$ 41,932	\$ 58,360	\$ 5,836	\$ 64,196	\$ 27,900	\$ 86,263
Rohnert Park	10,529	\$ 16,428	\$ 8,130	\$ 24,557	\$ 2,456	\$ 27,013	\$ 27,900	\$ 52,457
Cotati	2,701	\$ 16,428	\$ 2,085	\$ 18,513	\$ 1,851	\$ 20,364	\$ 27,900	\$ 46,413
VOMWD	7,178	\$ 16,428	\$ 5,542	\$ 21,970	\$ 2,197	\$ 24,167	\$ 27,900	\$ 49,870
Sonoma	4,520	\$ 16,428	\$ 3,490	\$ 19,918	\$ 1,992	\$ 21,910	\$ 27,900	\$ 47,818
Petaluma	20,422	\$ 16,428	\$ 15,768	\$ 32,196	\$ 3,220	\$ 35,416	\$ 27,900	\$ 60,096
MMWD	61,845	\$ 16,428	\$ 47,751	\$ 64,179	\$ 6,418	\$ 70,597	\$ 27,900	\$ 92,079
NMWD	20,583	\$ 16,428	\$ 15,892	\$ 32,320	\$ 3,232	\$ 35,552	\$ 27,900	\$ 60,220
Windsor	9,402	\$ 16,428	\$ 7,259	\$ 23,688	\$ 2,369	\$ 26,057	\$ 27,900	\$ 51,588
Total	191,489	\$ 147,850	\$ 147,850	\$ 295,701	\$ 29,571	\$ 325,272	\$ 251,100	\$ 546,804

**Optional Tasks are agency-selected, with fees identified for planning purposes and billed accordingly.*