

Attachment A

**CONSULTANT/PROFESSIONAL SERVICES PROVIDER AGREEMENT
BY AND BETWEEN
THE CITY OF VICTORVILLE
AND
NBS GOVERNMENT FINANCE GROUP
DBA NBS
FOR
SOLID WASTE RATE STUDY UPDATE,
PROJECT ESC22-121**

THIS CONSULTANT/PROFESSIONAL SERVICES PROVIDER AGREEMENT (hereinafter "Agreement"), is made and entered into by and between THE CITY OF VICTORVILLE, a municipal corporation located in the County of San Bernardino, State of California, hereinafter referred to as the "City", and **NBS Government Finance Group dba NBS, a California corporation**, hereinafter referred to as "Consultant." City and Consultant are sometimes hereinafter referred to individually as a "Party" and collectively referred to as the "Parties."

RECITALS:

WHEREAS, the City requires Consultant/Professional Services for **Solid Waste Rate Study Update**; and

WHEREAS, Consultant represents that it is fully qualified to perform the consulting and/or professional services required for performance under this Agreement by virtue of its experience and the training, education and expertise of its principals and its employees; and

WHEREAS, in light of the facts set forth above, the City desires to retain the services of a qualified Consultant to provide, on an independent contractor basis, **Solid Waste Rate Study Update**; and

NOW THEREFORE, IN CONSIDERATION OF THE COVENANTS, CONDITIONS, AND PROMISES CONTAINED HEREIN AND FOR SUCH OTHER GOOD AND VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. RECITALS

The Recitals set forth above are true and correct and are hereby incorporated into this Agreement by this reference, as though set forth fully herein.

Section 2. SCOPE OF SERVICES

Consultant shall provide to the City those services set forth in the Scope of Services, attached hereto as Exhibit "A" and incorporated as part of this Agreement by this reference.

Section 3. **COMPENSATION**

The City shall pay to Consultant a sum not to exceed **Thirty-eight Thousand Five Hundred Ten and 00/100 Dollars (\$38,510.00)** for faithful performance of the services to be rendered under this Agreement, subject to the Proposal provisions of Section 4, below. No expense reimbursements, including, but not limited to, reimbursements for travel, parking, lodging, and/or meals shall be paid to Consultant unless such expense reimbursements: (i) are specifically provided for and described by nature and type in Exhibit "B", below; (ii) appear on Consultant's monthly invoices to City; (iii) are supported by the appropriate receipts and other such documentation as the City shall require; and (iv) are directly related to the Scope of Services to be performed under this Agreement. In addition, any and all reimbursements shall be made in accordance with any City policy governing same.

Section 4. **COST PROPOSAL**

The City shall pay Consultant as provided in the Cost Proposal, attached hereto as Exhibit "B", and incorporated as part of this Agreement by this reference. The provisions of Exhibit "B" notwithstanding, in order to receive payments, Consultant shall be required to submit to the City detailed monthly invoices which include, if applicable, a description of all services/tasks performed, the number of hours expended on each service/task, the name of the person performing the service/task, and expense reimbursement information, if any, as required by Section 3, above. Provided that services have been satisfactorily rendered, invoices shall be paid by the City approximately thirty (30) working days following receipt of Consultant's invoice.

Section 5. **RESERVED**

Section 6. **TERM OF AGREEMENT**

This Agreement shall be for an Initial Term commencing on **July 1, 2022** (the "Commencement Date") and expiring on **June 30, 2023** (the "Termination Date") (the "Term"), unless terminated earlier pursuant to Section 21 of this Agreement. From and after the Termination Date, and upon subsequent Agreement by the Parties, this Agreement may continue on a month-to-month basis until terminated pursuant to Section 21 below.

This Agreement may be extended for **two (2)** additional one-year periods (hereinafter "Option Periods"), at the option of City, subject to satisfactory performance as determined by the City. City shall give Consultant sixty (60) days advance written notice prior to the expiration the initial Term and sixty (60) days advance written notice prior to the expiration date of each subsequently exercised Option Period, if any, should the City decide to exercise its option(s) to extend. In the event City does not give Consultant such written notice of its option to extend, this Agreement shall terminate at the end of the then-current Term or Option Period without further notice from either Party, unless terminated earlier pursuant to the provisions of Section 21 below. Should the City fail to give Consultant the sixty (60) days written notice of its intention to exercise any Option Period, the City may, in its sole discretion, elect to exercise any Option Period at a later date, following written inquiry from Consultant.

Section 7. **INDEPENDENT CONTRACTOR STATUS**

It is the express intention of the Parties that Consultant is an independent contractor and not an employee, agent, joint venture, or partner of the City. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee

between the City and Consultant or any employee or agent of Consultant. Both Parties acknowledge that Consultant is not an employee for state or federal tax purposes or any other purpose. Consultant shall retain the right to perform services for others during the term of this Agreement.

Section 8. **REPRESENTATIONS AND ACKNOWLEDGMENTS
REGARDING INDEPENDENT CONTRACTOR'S STATUS OF
CONSULTANT**

a. Consultant represents and acknowledges the following:

(1) The City is not required to provide any training or legal counsel to Consultant or its employees in order for Consultant to perform the services described in this Agreement.

(2) Performance of the services described in this Agreement does not have to be integrated into the daily business operations of the City.

(3) The services described in this Agreement can be performed without the use of City equipment, materials, tools, or facilities, unless otherwise provided under a separate Agreement.

(4) Nothing in this Agreement shall be interpreted to imply that the City must maintain any contractual relationship with Consultant on a continuing basis after termination of this Agreement.

(5) The City will not be requested or demanded to assume any liability for the direct payment of any salary, wage, or other such compensation to any person employed by Consultant to perform the services described in this Agreement.

(6) Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are employees of the City.

b. The City represents and acknowledges the following:

(1) Consultant is solely responsible for determining who, under the supervision or direction of Consultant, will perform the services set forth in this Agreement.

(2) The City will not hire, supervise, or pay any employees or assistants working for Consultant pursuant to this Agreement. Nothing contained in this Agreement shall prevent the City from hiring Consultant's employees or assistants after termination of this Agreement.

(3) Nothing in this Agreement shall be interpreted to imply that Consultant must maintain any contractual relationship with the City on a continuing basis after termination of this Agreement.

(4) It is the sole responsibility of Consultant to set the hours in which Consultant performs or plans to perform the services set forth in this Agreement.

(5) Consultant is not required to devote full time to the business operations of the City in order to perform the services set forth in this Agreement.

(6) Unless deemed necessary under certain circumstances, Consultant is not required to perform the services set forth in this Agreement at City Hall or on City-owned property.

(7) Other than attendance at required public meetings and public hearings, and complying with the provisions of the Proposal set forth in Exhibit "B" and any procedural requirements set forth by law, Consultant is not required to perform the services set forth in this Agreement in any particular order or sequence.

(8) Nothing in this Agreement shall be interpreted to preclude Consultant from working for other persons or firms, provided that such work does not create a conflict of interest.

Section 9. NOT AGENT OF THE CITY

a. Nothing contained in this Agreement shall be deemed, construed, or represented by the City or Consultant or by any third person to create the relationship of principal and agent.

b. Consultant shall have no authority, express or implied, to act on behalf of the City in any capacity whatsoever as an agent, nor shall Consultant have any authority, express or implied, to bind the City to any obligation whatsoever.

Section 10. LICENSES AND PERMITS

Consultant represents that it has obtained and will maintain at all times during the Initial Term (and during the Option Period, if applicable) of this Agreement all business licenses, including but not limited to a City of Victorville business license, professional licenses or certifications, or permits necessary for performing the services described in this Agreement.

Section 11. STANDARD OF PERFORMANCE; WARRANTY

a. Consultant agrees to perform all services required by this Agreement in a professional and competent manner, in accordance with the degree of skill and diligence which is normally employed by reputable professionals performing similar services under similar conditions in the same or similar locality. Such services shall also be performed in a manner which is reasonably satisfactory to **Doug Mathews, Director of Public Works and Water, or his designee.**

b. By executing this Agreement, Consultant warrants that it:

(1) Has thoroughly investigated and considered the services and work to be performed;

(2) Has investigated the issues regarding the scope of services to be provided;

(3) Has carefully considered how the services and related work should be performed; and

(4) Fully understands the facilities, difficulties and restrictions associated with performance of the services required by this Agreement.

Section 12. **FAMILIARITY WITH WORK**

Should Consultant discover any latent or unknown conditions materially differing from those inherent in the services or as represented by the City, Consultant shall immediately inform the City of such fact and shall not provide any services, except at Consultant's risk, until written instructions are received from **Doug Mathews, Director of Public Works and Water, or his designee.**

Section 13. **CONFLICTS OF INTEREST**

Consultant covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of Consultant's services under this Agreement. Consultant further covenants that in the performance of services under this Agreement, no officer, employee or agent of Consultant having such interest shall be employed by it. In the event the City determines that Consultant must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Consultant shall file such Form 700 with the City Clerk's Office pursuant to the written instructions provided by the City Clerk. Acquisition or maintenance of a conflicting interest by Consultant may result in termination of this Agreement by the City.

Section 14. **COMPLIANCE WITH LAWS**

Consultant shall comply with all local, state, and federal laws and regulations applicable to the services to be rendered hereunder, including any rule, regulation, or bylaw governing the conduct or performance of Consultant or its employees, officers, or board members.

Section 15. **COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY INSURANCE**

a. Consultant shall procure and maintain at its own expense, during the Initial Term of this Agreement (and during the Option Period, if applicable), Commercial General Liability Insurance, of not less than One Million Dollars (\$1,000,000) per occurrence, and Two Million Dollars (\$2,000,000) in the aggregate, for bodily injury, personal injury, death, loss, or damage resulting from the wrongful or negligent acts by Consultant or its officers, employees, servants, volunteers, and agents and independent contractors.

b. Consultant shall further procure and maintain, at its own expense, during the Initial Term of this Agreement, (and during the Option Period, if applicable), Commercial Vehicle Liability Insurance covering personal injury and property damage, of not less than One Million Dollars (\$1,000,000) combined single limit, covering any vehicle utilized by Consultant or its officers, employees, servants, volunteers, agents and independent contractors in performing the services required by this Agreement.

Section 16. **WORKERS' COMPENSATION INSURANCE**

a. Consultant shall procure and maintain at its own expense, during the Initial Term of this Agreement (and during the Option Period, if applicable), Workers' Compensation Insurance, providing coverage as required by the California State Workers' Compensation Law.

b. If any class of employees employed by the Consultant pursuant to this Agreement is not protected by the California State Workers' Compensation Law, Consultant shall provide adequate insurance for the protection of such employees to the satisfaction of the City.

Section 17. PROFESSIONAL LIABILITY INSURANCE

a. **Professional Liability Insurance or Errors and Omissions insurance** as appropriate to Consultant's profession shall be required and written on a policy form specifically designed to provide coverage for and protect against the negligent acts, errors and omissions of the Consultant in the performance of the services required by this Agreement. A minimum limit of \$1,000,000 per claim and in the aggregate must be provided.

Section 18. ADDITIONAL INSURED

Notwithstanding any inconsistent statement in any required insurance policies or any subsequent endorsements attached thereto, all insurance policies, except for the Workers' Compensation and Professional Liability, shall be endorsed to name the City and its officers, employees, servants, volunteers, agents and independent contractors, including, without limitation, the City Attorney, as Additional Insureds.

Section 19. WAIVER OF SUBROGATION RIGHTS

Consultant shall require the carriers of all required insurance policies, with exception to Professional Liability, to waive all rights of subrogation against the City and its officers, employees, servants, volunteers, agents, and independent contractors and subcontractors. Each policy of insurance shall be endorsed to reflect such waiver.

Section 20. PROOF OF INSURANCE COVERAGE; REQUIRED ENDORSEMENTS

a. Consultant shall secure from a good and responsible company or companies authorized to transact insurance business in the State of California, the policies of insurance required by this Agreement and furnish to the City Clerk certificates of insurance evidencing the required coverage, and policy endorsements at least one (1) business day prior to the commencement of any services to be performed under this Agreement.

b. The policies and certificates of insurance shall be endorsed to provide that in the event of cancellation or amendment of any required insurance policy for any reason whatsoever, the City shall be notified by mail, postage prepaid, not less than thirty (30) days before the cancellation or amendment is effective. In the case of cancellation for non-payment, ten (10) days advance written notice shall be given.

c. Each policy and certificate of insurance shall be endorsed to provide that the policy shall not be terminated or expire without first providing thirty (30) days written notice to the City of such termination or expiration.

d. Each policy and certificate of insurance shall be endorsed to provide that the policy will be maintained throughout the Initial Term (and during the Option Period, if applicable), of this Agreement.

e. The Commercial General Liability and Vehicle Liability policies shall be endorsed to contain the following provision: "For any claims related to this Agreement, Consultant's coverage shall be primary with respect to the City. Any insurance maintained by the City shall be in excess of Consultant's insurance and shall not contribute with it."

Section 21. TERMINATION OR SUSPENSION

a. This Agreement may be terminated or suspended without cause by either Party at any time, provided that the Party initiating the termination provides the other Party at least thirty (30) days advance written notice of such termination or suspension. In the event of such termination, the City shall only be liable for payment under the payment provisions of this Agreement for satisfactory services rendered or supplies actually furnished prior to the effective date of termination.

b. This Agreement may be terminated or suspended with cause by either Party at any time, provided that the Party initiating termination provides the other Party at least ten (10) days advance written notice of such termination or suspension. In the event of such termination, the City shall only be liable for payment under the payment provisions of this Agreement for satisfactory services rendered or supplies actually furnished prior to the effective date of termination.

Section 22. TIME OF THE ESSENCE

Time is of the essence in the performance of this Agreement.

Section 23. INDEMNIFICATION

a. Except as set forth in Subsection b of this Section 23, and to the fullest extent permitted by law, Consultant shall immediately defend, indemnify, and hold harmless the City, its officers, employees, representatives, and agents (the "City Indemnitees"), from and against those actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and reasonable attorneys' fees, for any personal injuries, deaths, or property damage, including property owned by the City (collectively "Claims") which may arise out of Consultant's negligence or willful misconduct in the performance of the services described in this Agreement, unless such Claims are proven to be caused by the negligence or willful misconduct of the City Indemnitees.

b. The provisions of this Subsection b apply only in the event that Consultant is a design professional within the meaning of California Civil Code section 2782.8 ("Design Professional"). The term Design Professional, as defined in said section, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code.

(1) Notwithstanding the provisions of Subsection a above, to the extent that the services to be provided under this Agreement are those of a Design Professional, Consultant's duty to indemnify, hold harmless, and defend the City Indemnitees shall be limited to the extent that any Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, agents, employees or subconsultants in the performance of the services described in this Agreement.

(2) In no event shall the costs of defense charged to Consultant exceed the Consultant's proportionate percentage of fault, except as otherwise set forth in said Civil Code section 2782.8, the provisions of which are incorporated into this Agreement by this reference. Nothing in this Subsection b shall be construed to require Consultant to provide indemnification for Claims caused by the active negligence or willful misconduct of the City Indemnitees.

c. The City does not and shall not waive any rights that it may have against Consultant under this Section, because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions of this Section 23 shall apply regardless of whether said insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense described herein.

d. The obligation to indemnify and defend, as set forth in this Section 23, is binding on the successors, assigns, or heirs of Consultant and shall survive the expiration or any early termination of this Agreement.

Section 24. REPORTS

Upon request by **Doug Mathews, Director of Public Works and Water, or his designee** or as otherwise required by this Agreement, including but not limited to, the Scope of Services set forth in Exhibit "A", Consultant shall prepare and submit reports to the City concerning Consultant's performance of the services required by this Agreement.

Section 25. RECORDS

a. Consultant shall keep such books and records as shall be necessary to perform the services required by this Agreement and enable **Doug Mathews, Director of Public Works and Water, or his designee**, to evaluate the cost and the performance of such services.

b. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles.

c. **Doug Mathews, Director of Public Works and Water, or his designee**, shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

d. Records and supporting documents pertaining to the use of funds paid to Consultant hereunder shall be retained by Consultant and made available to **Doug Mathews, Director of Public Works and Water, or his designee**, for purposes of performing an audit for a period of five (5) years from the date of termination of this Agreement.

Section 26. RESERVED

Section 27. CONFIDENTIALITY; OWNERSHIP OF WORK

a. Any and all documents and information obtained from the City or prepared by Consultant for the City shall be kept strictly confidential unless otherwise provided by applicable law. All City data, documents and information shall be returned to the City upon termination of the Agreement.

b. Any drawings, specifications, reports, records, documents, or other materials prepared by Consultant in the performance of services under this Agreement shall not be released publicly without the prior written approval of **Doug Mathews, Director of Public Works and Water, or his designee**, or as required by applicable law.

c. Consultant shall not disclose to any other entity or person any information regarding the activities of the City, except with the prior written approval of **Doug Mathews, Director of Public Works and Water, or his designee**, or as required by applicable law.

d. All original documents, reports, designs, computer files and all other materials prepared by Consultant in the course of performing the services pursuant to this Agreement, whether completed or in progress, are the property of the City and shall be surrendered to the City upon the completion of Consultant's services or when requested by **Doug Mathews, Director of Public Works and Water, or his designee**. Such materials may be used, reused or otherwise disposed of by the City without the permission of Consultant.

e. Consultant's covenants under this Section 27 shall survive the termination of this Agreement.

Section 28. PRINCIPAL REPRESENTATIVES

a. **Greg Clumper, Director**, is designated as the principal representative of Consultant for purposes of communicating with the City on any matter associated with the performance of the services set forth in this Agreement.

b. **Doug Mathews, Director of Public Works and Water, or his designee** shall be the principal representative of the City for purposes of communicating with Consultant on any matter associated with the performance of the services set forth in this Agreement.

c. Either Party may designate another individual as its principal representative by giving written notice of such designation to the other Party.

Section 29. MODIFICATIONS AND AMENDMENTS; EXTRA SERVICES

a. This Agreement may be modified or amended only by a written instrument signed by both Parties.

b. During the Initial Term, the City may request that the Consultant perform Extra Services. As used herein, "Extra Services" means any services, which are determined by the City to be necessary for the proper completion of **Solid Waste Rate Study Update**, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. A written instrument signed by both Parties shall be required to authorize performance of and payment for Extra Services.

Section 30. ENTIRE AGREEMENT

a. This Agreement supersedes any and all prior or contemporaneous Agreements, either oral or written, between the City and Consultant with respect to the subject matter of this Agreement.

b. This Agreement contains all of the covenants and Agreements between the Parties with respect to the subject matter of this Agreement, and each Party to this Agreement acknowledges that no representations, inducements, promises, or Agreements have been made by or on behalf of any Party, except those covenants and Agreements in this Agreement.

c. No Agreement, statement, or promise with respect to the subject matter of this Agreement, which is not contained in this Agreement, or in a valid modification or amendment to this Agreement, shall be valid or binding on either Party.

Section 31. AMBIGUITIES

This Agreement is in all respects intended by each Party hereto to be deemed and construed to have been jointly prepared by the Parties and the Parties hereby expressly agree that any uncertainty or ambiguity existing herein shall not be interpreted against either of them. Except as expressly limited by this paragraph, all of the applicable rules of interpretation of contract shall govern the interpretation of any uncertainty or ambiguity of this Agreement.

Notwithstanding the foregoing, the Parties agree that **Exhibits and "A" and "B"** are attached hereto for reference purposes and to the extent there are any ambiguities, inconsistencies or conflicts between the terms of this Consultant/Professional Services Standard Provider Agreement and **Exhibits "A" and "B"** the terms of this Consultant/Professional Services Standard Provider Agreement shall control and nothing set forth in **Exhibits "A" and "B"** shall be deemed to supersede any of the provisions of this Consultant/Professional Services Standard Provider Agreement.

Section 32. NOTICES

a. Any notice to be provided pursuant to this Agreement shall be in writing, and all such notices shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, and addressed to the Parties as follows:

To the City:	Doug Mathews, Director of Public Works and Water Public Works Department City of Victorville 14343 Civic Drive Victorville, CA 92392
To Consultant:	Greg Clumper, Director NBS Government Finance Group, dba NBS 32605 Temecula Parkway, Suite 100 Temecula, CA 92592

b. Notices, payments, and other documents shall be deemed delivered upon receipt by personal service or as of the second (2nd) day after deposit in the United States mail.

Section 33. **NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES**

No officer or employee of the City shall be personally liable to Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount, which may become due to Consultant or to its successor(s), or for any breach of any obligation of the terms of this Agreement.

Section 34. **REVIEW BY ATTORNEYS**

Each Party hereto has had its attorney(s) review this Agreement and all related documents. Each Party hereto has consulted with its attorney(s) and has negotiated the terms of this Agreement based on such consultation.

Section 35. **WAIVER**

a. No waiver shall be binding unless executed in writing by the Party making the waiver.

b. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision.

c. Failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of such provision or any of the remaining provisions of this Agreement.

Section 36. **ASSIGNMENT**

This Agreement shall not be assigned by either Party without prior written consent of the other Party.

Section 37. **CARE OF WORK**

The performance of services by Consultant or the payment of money by the City shall not relieve Consultant from any obligation to correct any incomplete, inaccurate, or defective work at no further cost to the City, when such incomplete, inaccurate or defective work is due to the negligence of Consultant.

Section 38. **CAPTIONS AND HEADINGS**

The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content of the provisions described under the respective caption or heading.

Section 39. **SUCCESSORS, HEIRS, AND ASSIGNS**

Except as otherwise expressly provided herein, this Agreement shall be binding upon the successors, endorsees, assigns, heirs, and personal representatives of each of the Parties to this Agreement and, likewise, shall inure to the benefit of the successors, endorsees, assigns, heirs, and personal representatives of each of the Parties.

Section 40. **GENDER**

In this Agreement, unless the context clearly requires otherwise, the masculine, feminine and neuter genders and the singular and the plural shall include one another.

Section 41. **SEVERABILITY**

If any one or more of the sentences, clauses, paragraphs, or sections contained herein is declared invalid, void, or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair, or invalidate any of the remaining sentences, clauses, paragraphs, or sections contained herein.

Section 42. **GOVERNING LAW**

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the Parties under this Agreement, shall be construed pursuant to and in accordance with California law.

Section 43. **DEFAULT**

a. Failure or delay by any Party to this Agreement to perform any material term or provision of this Agreement shall constitute a default under this Agreement; provided however, that if the Party who is otherwise claimed to be in default by the other Party commences to cure, correct, or remedy the alleged default within fifteen (15) days after receipt of written notice specifying such default and shall diligently complete such cure, correction, or remedy, such Party shall not be deemed to be in default hereunder.

b. The Party claiming that a default has occurred shall give written notice of default to the Party in default, specifying the alleged default. Delay in giving such notice shall not constitute a waiver of any default nor shall it change the time of default; provided, however, the injured Party shall have no right to exercise any remedy for a default hereunder without delivering the written default notice, as specified herein.

c. Any failure or delay by a Party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated with a default.

d. In the event that a default by any Party to this Agreement may remain uncured for more than fifteen (15) days following written notice, as provided above, the injured Party shall be entitled to seek any appropriate remedy or damages by initiating legal proceedings.

Section 44. **CUMULATIVE REMEDIES**

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default of any other default by the other Party.

Section 45. **VENUE**

All proceedings involving disputes over the terms, provisions, covenants, or conditions contained in this Agreement and all proceedings involving any enforcement action related to this Agreement shall be initiated and conducted in the applicable court or forum in San Bernardino County, California.

Section 46. **ATTORNEYS' FEES**

In the event any action, suit, or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement, or as a result of any alleged breach of any provision of this Agreement, the prevailing Party in such suit or proceeding shall be entitled to recover its costs and expenses, including reasonable attorneys' fees, from the losing Party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

Section 47. **EFFECTIVENESS OF AGREEMENT**

This Agreement shall not be binding upon the City, until signed by the authorized representative(s) of Consultant, approved by the City's Risk Manager, and executed by the authorized City personnel or Mayor.

Section 48. **REPRESENTATIONS OF PARTIES AND PERSONS
EXECUTING AGREEMENT**

a. Each of the Parties to this Agreement hereby represents that all necessary and appropriate actions of their governing bodies have been taken to make this Agreement a binding obligation of each of the Parties hereto.

b. The persons executing this Agreement warrant that they are duly authorized to execute this Agreement on behalf of and bind the Parties each purports to represent.

Section 49. **COUNTERPARTS**

This Agreement may be executed by the Parties in counterparts, and when executed by each of the Parties, each counterpart shall be deemed to be a part of this Agreement.

(END OF THIS PAGE)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the dates written below.

THE CITY OF VICTORVILLE

NBS GOVERNMENT FINANCE
GROUP DBA NBS

By: 
Keith C. Metzler,
City Manager

DocuSigned by:
By: Michael Renter, President & CEO
C31074590C7D7488
Michael Renter,
President and CEO

Dated: August 26, 2022

Dated: 8/19/2022 | 4:56 PM PDT

THE CITY OF VICTORVILLE

APPROVED AS TO STANDARD
FORM:

DocuSigned by:
By: Lee Brown, Risk Manager
DF04B80028C7481...
Lee Brown,
Risk Manager

DocuSigned by:
By: Andre de Bortnowsky, City Attorney
B899CFEF322E72C...
Andre de Bortnowsky,
City Attorney

Dated: 8/22/2022 | 11:35 AM PDT

Dated: 8/22/2022 | 11:40 AM PDT

Certificate Of Completion

Envelope Id: ACF88EFE4A1645B5970A2CC725C48387

Status: Completed

Subject: NBS Gov. Financial Group - Revised Agreement -Solid Waste Rate Study Update, ESC22-121

Source Envelope:

Document Pages: 57

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Elizabeth Salcido

AutoNav: Enabled

esalcido@victorvilleca.gov

Envelopeld Stamping: Enabled

IP Address: 24.182.14.221

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original

Holder: Elizabeth Salcido

Location: DocuSign

8/22/2022 11:07:02 AM

esalcido@victorvilleca.gov

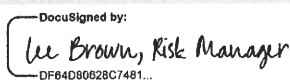
Signer Events

Lee Brown, Risk Manager

lbrown@victorvilleca.gov

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:



DF64D80628C7481...

Signature Adoption: Pre-selected Style

Using IP Address: 24.182.14.221

Signed using mobile

Timestamp

Sent: 8/22/2022 11:10:26 AM

Viewed: 8/22/2022 11:35:08 AM

Signed: 8/22/2022 11:35:44 AM

Electronic Record and Signature Disclosure:

Accepted: 10/11/2021 5:21:06 PM

ID: d0cd0868-bb63-41c4-a882-7988bb0f3eb3

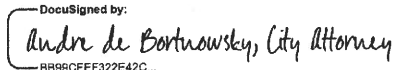
Andre de Bortnowsky, City Attorney

andre@gdblawoffices.com

Partner

Security Level: Email, Account Authentication
(None)

DocuSigned by:



BB99CFEF322E42C...

Signature Adoption: Pre-selected Style

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Rayne Cisneros

rcisneros@gdblawoffices.com

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esalcido@victorvilleca.gov

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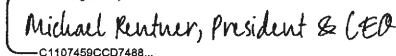
Michael Rentner, President & CEO

mrentner@nbsgov.com

CEO

Security Level: Email, Account Authentication
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Viewed: 8/17/2022 3:57:42 PM

Signed: 8/19/2022 4:56:33 PM

Electronic Record and Signature Disclosure:

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Linda Conrad, Contract Administrator

lconnard@nbsgov.com

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Security Checked

8/19/2022 4:56:35 PM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

EXHIBIT A

SCOPE OF SERVICES



32605 Temecula Parkway, Suite 100
Temecula, CA 92592
Toll free: 800.676.7516
nbsgov.com

January 2022

Mr. Doug Mathews
Director of Public Works & Water
Ms. Dana Armstrong
Environmental Programs Manager
City of Victorville
14343 Civic Drive
Victorville, CA 92393-5001

RE: PROPOSAL FOR UPDATING THE SOLID WASTE RATE STUDY

Dear Mr. Mathews and Ms. Armstrong:

We appreciate the opportunity to continue working with the City on this update of the solid waste rate study. The purpose of this update is to incorporate changes in the City's solid waste management system, particularly those related to SB 1383, and recommend updated rates.

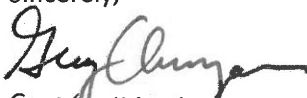
Key objectives of this study include reviewing solid waste operating budgets, developing a financial plan that maintains adequate reserves, ensuring rates meet projected financial needs of the solid waste utility, the most notable of which are the SB 1383 costs. We will work closely with you and other key City personnel to ensure this study meets the City's specific needs.

NBS' proposal offers the City a highly qualified project team and the following benefits:

- **A Technically Sound Approach** – Our approach relies on the current methodology and industry standards to develop sound financial plans and cost-of-service based rates.
- **A Dedicated and Experienced Team** – Our project manager, Greg Clumpner, completed the City's most recent water and solid waste studies and has successfully completed more than 400 similar rate studies. Jordan Taylor, NBS rate consultant, provides over ten years of focused experience in utility rate and fee setting, and has completed over 90 similar studies.
- **Demonstrated Client Satisfaction** – In addition to our previous experience with the City, NBS offers a significant record of successful projects and satisfied clients, as demonstrated by our recent client references included in this proposal.

We appreciate the opportunity to assist the City again on this study and welcome the opportunity to discuss our ideas and approach with you in further detail. Please contact me any time at either 530.297.5856 (cell), 800.676.7516 (office) or at gclumpner@nbsgov.com.

Sincerely,


Greg Clumpner
Director


Michael Rentner
President and CEO

PROJECT UNDERSTANDING

Overview – The City contracts for all solid waste services within the City, including refuse collection and disposal for residential and commercial customers, recycling, and operation of the City’s Material Recovery Facility (MRF). The City provides these services under a franchise agreement, with annual CPI adjustments that the City has, since 2008, funded through reserve contributions rather than through rate increases. Additionally, the City needs to adjust rates to account for SB 1383 implementation costs.

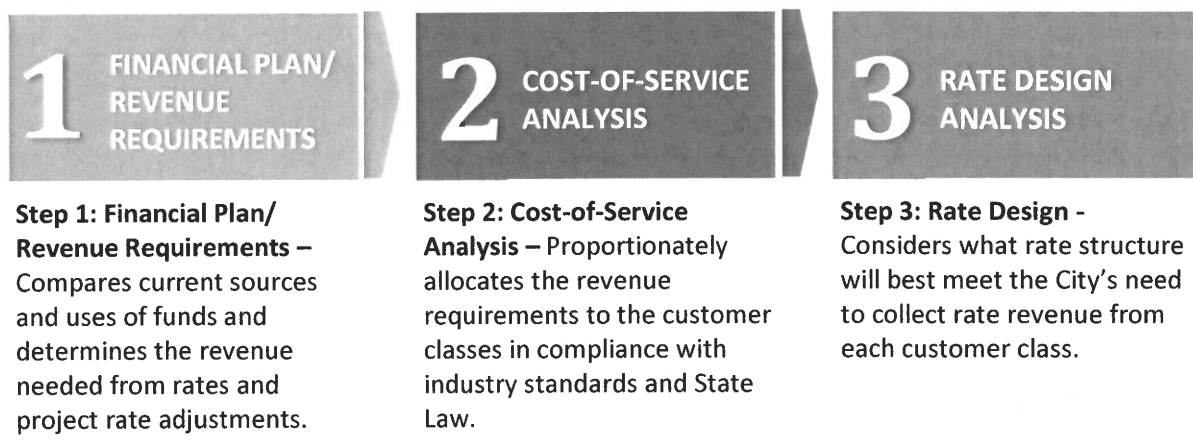
The City has determined it needs new rates that should be prepared by updating the current rate structure based on the financial plan developed for this study. We are ready to start the study once the City has approved NBS’ contract.

A Simple Study Strategy – We will work closely with City staff to make sure we understand all the changes since the last rate study, and then will begin updating current rates based on the updated financial plan. Collecting the most recent customer account data, waste tonnages, and SB 1383 implementation costs will be critical initial tasks.

METHODOLOGY & SCOPE OF WORK

This section summarizes NBS’ proposed methodology and scope of work, with the basic technical study components shown in Figure 1.

FIGURE 1. PRIMARY COMPONENTS OF A RATE STUDY



Task 1 – Kick-off Meeting and Data Collection

We will hold a kickoff meeting where we will review and discuss NBS’ data request and the data requirements for the study, discuss the timeline and make sure all parties are on the same page about the main objectives of the study. The basic types of updated data required for the study are:

- Number of solid waste accounts by customer class, including container type/size and level of service (collections per week)

EXHIBIT A, SCOPE OF SERVICES, PROJECT ESC22-121

- Financial data such as City budgets, contracted franchise costs, and reserve balances
- Number of collection vehicles by type and use (residential, commercial, and recycling)
- Updated route maps (if relevant) of residential and commercial collection routes
- Annual tonnages by type (e.g., residential, commercial, recycling, etc.)
- Billing data for the past two fiscal years

Task 2 – Financial Plan and Revenue Requirement Analysis

Based on the City's budget and cost projections for solid waste operations, we will prepare a detailed financial plan with revenues, expenditures, reserves, debt coverage ratios (if applicable), capital costs, net revenue requirements and projected rate increases, similar to that shown in Figure 2.

FIGURE 2. SUMMARY OF SOLID WASTE REVENUE REQUIREMENTS

Summary of Sources and Uses of Funds and Net Revenue Requirements	Budget	Projected				
	FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	FY 2022/23
Sources of Solid Waste Funds						
SOLID WASTE-LATE FEE	\$ 166,400	\$ 208,000	\$ 215,072	\$ 222,384	\$ 229,946	\$ 237,764
SW-ADMIN FEE	1,433,000	1,433,000	1,433,000	1,433,000	1,433,000	1,433,000
SW-SOLID WASTE FEE	11,113,000	11,113,000	11,113,000	11,113,000	11,113,000	11,113,000
SW-LANDFILL TIPPING CHARGE	34,680	35,547	36,436	37,347	38,280	39,237
SW-ADMIN FEE	493,840	493,840	493,840	493,840	493,840	493,840
SRR-WDA ARTICLE 19	51,000	52,275	53,582	54,921	56,294	57,702
MRF GROSS SALES	956,000	956,000	956,000	956,000	956,000	956,000
Total Sources of Funds	\$14,247,920	\$14,291,662	\$14,300,930	\$14,310,492	\$14,320,360	\$14,330,543
Uses of Solid Waste Funds						
Operating Expenses	\$ 16,569,935	\$ 17,458,202	\$ 18,030,677	\$ 18,623,883	\$ 19,238,642	\$ 19,921,513
Debt Service	266,745	267,745	265,378	-	-	-
Rate-Funded Capital Expenses	-	-	-	100,000	100,000	100,000
Total Uses of Funds	\$16,836,680	\$17,725,947	\$18,296,055	\$18,723,883	\$19,338,642	\$20,021,513
Surplus (Deficiency) before Rate Increase	(\$2,588,760)	(\$3,434,285)	(\$3,995,125)	(\$4,413,391)	(\$5,018,282)	(\$5,690,971)
Additional Revenue from Rate Increases	\$0	\$2,270,236	\$2,806,089	\$3,360,696	\$3,934,715	\$4,528,825
Surplus (Deficiency) after Rate Increase	(\$2,588,760)	(\$1,164,048)	(\$1,189,036)	(\$1,052,694)	(\$1,083,567)	(\$1,162,146)
Projected Annual Rate Increase	0.00%	17.41%	3.50%	3.50%	3.50%	3.50%
Cumulative Rate Increases	0.00%	26.35%	31.31%	35.55%	39.94%	44.47%
Net Revenue Requirement⁽¹⁾	\$ 15,628,600	\$16,474,125	\$17,034,965	\$17,453,231	\$18,058,122	\$18,730,811
Total Rate Revenue After Rate Increases	-	\$3,435,866	\$647,321	\$552,846	\$571,616	\$591,034

Task 3 – Update Cost-of-Service Analysis

Using the existing rate model developed in the last solid waste rate study, NBS will update this model and “true-up” the cost allocations that provide the basis for the solid waste rates. This will involve working with Burrtec customer account data and data provided by City staff.

Incorporate SB 1383 Implementation Costs – NBS will work with City staff and Burrtec to estimate and project these implementation costs. We are unclear what data currently exists for SB 1383 programs and what their roll-out schedule may be. We have included hours in the cost proposal to incorporate City/Burrtec cost estimates. If this analysis is ultimately a much larger tasks due to preparing various scenarios for the City to consider and variations of how implementation works, additional scope and budget will be needed.

Task 4 – Update of Existing Rate Structure

In this task, NBS would update the existing rate structure based on the financial plan developed in Task 2, which identifies the annual percent rate increase needed to fully-fund the utility's needs. The annual rate increase (illustrated in the highlighted percentages shown in Figure 2 above) would be applied "across-the-board" to all existing rates. In essence, this approach assumes that the existing rate structure is well accepted and based on reasonable assumptions and, therefore, does not require extensive cost-of-service and rate design analyses.

Task 5 – Prepare a Written Study Report

We will update the rate study report that includes proposed rates for the next five years, although the financial model will cover a 20-year period. An executive summary will present the purpose and results of the report in no more than three pages. Tables, graphs, and charts will be used as appropriate, but the emphasis will be on providing a clear, concise and understandable report that addresses:

- Overall study methodology
- Study findings and supporting justification
- Recommended solid waste rates
- Rate comparisons with comparable communities

We will provide an electronic Word file of the draft report for the City's review and comment. Depending on City staff's plans, this draft report can be presented to the City Council in a public meeting for review and comment. Once we have received the City's comments¹, we will incorporate those comments into a final report.

Task 6 – Meetings and Presentations/Workshops

NBS will meet as needed with City staff during the study to collect data, resolve questions, and review results. We will prepare materials for and remotely participate in two (2) presentations/ workshops for the City.

¹ We assume the City staff's comments will be returned to NBS in the electronic Word file using track-changes mode, and that City staff will resolve any internal differences prior to returning this file.

PROJECT TEAM

The keys to successful projects are a team that works cohesively with your City staff and having the expertise to resolve complex issues. Our team provides these qualities and more. The functional relationships of our proposed project team are detailed in the following chart. Resumes for our project team are included in the appendix to this proposal.

Exhibit A.
*NBS Project Team for the
City of Victorville*



GREG CLUMPNER, PROJECT MANAGER / DIRECTOR

Role and Responsibilities: As project manager, Greg Clumpner will provide the day-to-day management of the technical and administrative aspects of the project and will work closely with the City’s project manager discuss and review the overall approach, technical tasks, and solutions that best fit the City’s unique characteristics and issues. Mr. Clumpner will be responsible for delivering work product, attending meetings and public presentations for this engagement.

Work Experience: As the director of NBS’ Utility Rate Study Practice, Greg Clumpner's 40-year professional career has focused on cost-of-service rate studies for municipal water, sewer, recycled water and solid waste agencies. In particular, Greg has 16 years of experience at national engineering firms (CH2M Hill and HDR) with expansion and capital improvements for water, sewer, and solid waste systems. He regularly makes technical presentations at client workshops and industry conferences. His practice includes management-consulting assignments related to utility operations, system valuations, and project feasibility. He also created and managed Foresight Consulting where, for 6 years, his practice focused on water and sewer rate analyses. Greg has completed over 400 similar studies during his career.

JORDAN TAYLOR, UTILITY RATE CONSULTANT

Role and Responsibilities: Jordan Taylor has been with NBS more than four years and has more than a decade of project experience. She will support the project team in performing customer data analysis and validation, developing the financial plan, and evaluating cost-of-service and rate calculations

Work Experience: Jordan Taylor has a Bachelor of Science degree in Chemistry and a master's degree in Business Administration with an emphasis in Finance. She offers more than 10 years of accounting experience along with extensive knowledge of financial analysis and budget planning.



RELATED RATE STUDY EXPERIENCE & REFERENCES

The following is a sample of NBS' related rate study experience. Greg Clumpner was the project manager for these studies.

CITY OF REDDING, CA

WATER, SEWER AND SOLID WASTE RATE, RATE UPDATE AND IMPACT FEE STUDIES

Years as client: Seven (7) years/Last project completed January 2020



Contact Information

Chuck Aukland
Public Works Director
or Ryan Bailey, PE
777 Cypress Ave.
Redding, CA 96001
P: 530.225.4170 (Chuck)
P: 530.224.6030 (Ryan)
E: caukland@ci.redding.ca.us
E: rbailey@ci.redding.ca.us

NBS completed an extensive update of the cost-of-service study of water, sewer, and solid waste rates originally prepared in 2013. A key part of these studies was working with a Citizens Advisory Group that reviews and provides recommendations to the City Council. Major tasks included reviewing financial/rate setting policies, preparing financial plans, developing revenue requirements, performing cost-of-service analyses, and developing alternative rate designs. NBS also updated the City's capacity fees in 2017 and completed our fourth update of the rates for the City in January 2020, which demonstrates the City's confidence in NBS' ability to effectively conduct these studies.

Project dates for studies:

2013 Rate & Capacity Fee Study: March 2012 – August 2013

2016 Rate Update Study: January 2016 – November 2016

2017 Impact Fee Study: July 2017 – December 2017

2019 Rate Study Update: January 2019 – January 2020

"The City of Redding has been extremely happy with the rate and fee update support you and your staff have provided in the last few years. The NBS strengths we realized in Redding have been your technical understanding and tools in developing rate and fee alternatives, your commitment and ability to adapt to our local environment and related community expectations, and the positive teamwork you and your team displayed in working with my staff and our community advisory group."



BRIAN CRANE

*former public
works director
(retired)*

UTILITY RATE STUDIES



City of Victorville

Updating the Solid Waste Rate Study

22/Consultant/Professional Services Provider Agreement/NBS Government Finance Group dba NBS/Project ESC22-121

CITY OF LINCOLN, CA SEWER AND SOLID WASTE RATE STUDY

Project Completed: November 2019



Contact Information

Mark Foster, Solid Waste
Supervisor
City of Lincoln,
600 Sixth Street,
Lincoln CA 95648
P: 916.434.3250
E: mfoster@lincolnca.gov

NBS prepared both sewer rates and solid waste rates for the City. Sewer rates are pending, as the City is re-negotiating sewer charges for Placer County customers, and NBS is assisting in specifically allocating the costs of treatment-related services and other joint-use costs. The solid waste study was the City's first full cost-of-service analysis, and City staff relied heavily on NBS to develop all relevant data, allocate collection, disposal, organics collection, and general and administrative costs in order to complete this study. To comply with Prop 218 requirements to demonstrate the cost basis for all customer rates, costs were identified and allocated by number of pickups, cart/bin sizes, and the type and tonnage of waste. Rate calculations clearly demonstrated how rates were derived.

NBS Project Team:

Greg Clumpner, Jordan Taylor

COSTA MESA SANITARY DISTRICT REFUSE RATE STUDY

Project Completed: 2019



Contact Information

Steve Hodges, General Manager
Costa Mesa Sanitary District
290 Paularino Avenue
Costa Mesa, CA 92626
P: 949.645.8400 ext. 224

NBS Project Team:

Greg Clumpner, Jordan Taylor

This comprehensive rate study evaluated the District's solid waste rates, including calculating variable rates for three cart sizes. A private contractor provides all collection, recycling, organics, and disposal services. This was the District's first cost of service rate study and provided financial projections and the demonstrated cost basis necessary for the District to adopt new Prop 218 compliant rate increases.

CITY OF MADERA, CA WATER, SEWER, STORMWATER AND SOLID WASTE RATE STUDY

Project Completed: Expected January 2022



Contact Information

Vicki Crow
Public Works/Engineering
Special Consultant
Public Works Department
P: 310.253.6421
E: vcrow@madera.gov

This study performed full cost-of-service rate studies for these four utilities. The previous study was prepared by City staff 15 years ago. The City contracts solid waste services to Mid Valley Disposal, who worked cooperatively with both the City and NBS. The NBS study completely re-vamped the solid waste rates to reflect cost-based allocations of collection, disposal and other O&M costs to each of the customer classes and service levels.

A key task was developing alternatives for incorporating SB 1383 program costs. The City ultimately decided on an SB 1383 surcharge, which may be adjusted once the City has some operating experience with these programs.

NBS Staff: Greg Clumpner and
Jordan Taylor



City of Victorville

Updating the Solid Waste Rate Study

23/Consultant/Professional Services Provider Agreement/NBS Government Finance Group dba NBS/Project ESC22-121

CITY OF CULVER CITY, CA

REFUSE RATE STUDY

Project Completed: 2015



Contact Information

Damien Skinner
(Mr. has left the City and Kim Braun now holds this position)
 Engineering Services Manager
 Public Works Department
 P: 310.253.6421
 E: kim.braun@culvercity.org

This study performed a full cost-of-service analysis and focused on: (1) equitably allocating Utility costs to the various customer classes and types of services, (2) adjusting various charges and rates in a manner that meets Proposition 218 requirements, and (3) providing a plan that was financially sustainable. The study retained the City's current rate structure, although some duplicate rates were combined while or eliminated. Broader objectives also included more accurately reflecting actual operational and disposal costs, while keeping rates for recycling and diversion-related programs at levels that continue to encourage waste reduction.

NBS Staff: Greg Clumpner and Kim Boehler

CITY OF TAFT, CA

SEWER AND REFUSE RATE STUDY



Contact Information

Teresa Binkley
 Finance Director
 209 E. Kern Street
 Taft, CA 93268
 P: 661.763.1350 ext. 18
 E: tbinkley@cityoftaft.org.

NBS completed a sewer and refuse rate study for the City of Taft. Key components of the refuse rate study were to ensure sufficient funding would be available to fund contracted operations (collection and disposal), a street sweeper purchase every seven years, container replacement program and to recommend reserve fund targets. The rate structure was also modified by adding a street sweeping component to refuse rates. The main concerns addressed in the sewer rate study were to ensure sufficient funding is available for the utility's Capital Improvement Program including an upgrade to the Wastewater Treatment Plant, recommend reserve fund targets and ensure they would be fully funded in future years.

NBS Staff: Greg Clumpner and Kim Boehler

CITY OF SANTA CRUZ, CA

REFUSE ENTERPRISE FUND RATE STUDY



Contact Information
Mary Arman
Public Works Operations
Manager
809 Center Street, Room 201
Santa Cruz, CA
P: 831.420.5162
E:
marman@cityofsantacruz.com

NBS Staff: Greg Clumpner
(while at Foresight Consulting)

The City of Santa Cruz needed to develop full cost-of-service rates for the City's municipal collection, disposal, and recycling services. However, the City wanted to focus on alternative rate structures and the equity of charges to various customer classes. Mr. Clumpner prepared an analysis that determined the cost of service for each service type by container size, including: (1) costs per pull/bin lift; (2) costs for on-route collection operations (i.e., between pick-ups); (3) costs per container for travel to the landfill, and; (4) disposal costs per container. A full volume-based rate structure was developed, along with cost-of-service charges for special services such as unscheduled pick-ups, and landfill charges. The projected rates also addressed future funding requirements for planned capital improvements as well as encouraging more recycling.

CITY OF CLOVIS, CA

SOLID WASTE FEE STUDIES



Contact Information
(All City staff have retired or
no longer work at the City)
1033 Fifth Street
Clovis, CA 93612

NBS Staff: Greg Clumpner
(while at Foresight Consulting)

For the City of Clovis, Mr. Clumpner developed a solid waste fee structure for both collection and disposal services. This study evaluated alternatives for re-structuring rates to offer residential customers three sizes of collection containers, funding expansion of municipal services, and possible privatization of the entire solid waste operations and landfill ownership. The study included adding recycled collection services in order to incentivize waste reduction.



GREG CLUMPNER | Project Manager

EDUCATION

- Master of Science, Agricultural/Managerial Economics, U.C. Davis
- Bachelor of Science, Environmental Planning, U.C. Davis

AFFILIATIONS

- Former Vice-Chair, City of Davis Utility Rate Advisory Committee
- Former Chairman, City of Davis Planning Commission

SPEAKING / MEDIA

- "Tiered Water Rates – Understanding Their Equity and Impact on Customer Bills" – Journal of AWWA, September 2019, Volume 111, Number 9
- "Avoiding Billing Debacles Around New Water or Sewer Rates" – Journal of AWWA, March 2019, Vol. 111, No. 3
- "Changing Perspectives on Outside Surcharges: Understanding New Criteria" – Journal of AWWA, January 2019, Vol. 111, No. 1
- "Social Justice and Water Rates: Impacts of Rate Design on Low-Income Customers" – Journal of AWWA, July 2018, Vol. 110, No 7
- "Setting the Stage for Water Rates: Policy Direction Should Be A Priority", CSMFO Magazine, November 2016
- "Rates, Fees and Charges in the Post-Proposition 13, 218 and 26 ERA in California" – NBS Publication, Contributing Author, 2014
- "Fiscal Health vs. Pricing for Conservation" – ACWA Fall Conf., Indian Wells, CA, December 2015

HIGHLIGHTS

Greg Clumpner has 40 years of experience in financial, economic, and cost-of-service rate analyses for municipal water, sewer and solid waste agencies, including broader management consulting:

- **Utility Cost-of-Service Rate Studies:** 400+ cost-of-service analyses and rate design studies; conservation-oriented water rates, capital improvement funding strategies for water, sewer and solid waste utilities
- **Management Consulting and Strategic Planning:** Feasibility analyses of municipal vs. private system operations, system valuations and acquisitions, and bond feasibility studies.

RELEVANT PROJECT EXPERIENCE

- **City of Redding – Water, Sewer, and Solid Waste Rate and Impact Fee Studies:** Cost-of-service study of water, sewer, and solid waste rate and system capacity charges. Addressed everything from policies objectives to structure alternatives. Worked with a City Council-appointed Citizens Advisory Group that reviewed rate alternatives and provided recommendations to the Council.
- **Mountain House CSD, Tracy, CA – Water and Sewer Cost-of-Service Rate Study:** Study redesigning rates from 1990s-era rate structures that subsidized utilities from the general fund. New rates were phased in over five years and restructured rates, evaluated customer bill impacts, provided public workshops and Prop 218 notices.
- **El Dorado Irrigation District, Placerville, CA – Water, Sewer, and Recycled Water Cost-of-Service and Rate Design Study:** Worked with the district board and a dedicated committee to review/recommend policy changes; alternative rate designs; and recommended water, sewer, and recycled water rates.
- **Los Angeles Department of Water & Power (LADWP) – Specialized Studies:** As a part of the 2018-19 interim rate review for LADWP under contract with Navigant Consultants (now Guidehouse), prepared evaluations of: (1) Analysis of how demand forecasting methodologies are used for financial planning and rate-setting purposes; (2) Review of temperature zones and water rate impacts to determine whether climate-change adjustments to temperature zone boundaries would change customer water budgets, and; (3) stormwater benefit cost analysis reviewed the feasibility of specific projects.
- **City of Lincoln – Sewer and Solid Waste Rate Studies:** Prepared full cost-of-service rate studies that evaluated rate design alternatives, capital project funding strategies, and changing customer characteristics. The sewer rates also developed new rates for County vs. City customers and provided the basis for issuing new revenue bonds to fund capital improvements.



City of Victorville

Updating the Solid Waste Rate Study

26/Consultant/Professional Services Provider Agreement/NBS Government Finance Group dba NBS/Project ESC22-121

GREG CLUMPNER CONTINUED



RELEVANT PROJECT EXPERIENCE | CONTINUED

- **Mill Valley – Sewer Rate Study:** Evaluated long-term financial plans reflecting the City’s capital improvement costs and developed fixed and variable rate design alternatives to improve revenue stability and their impacts on commercial customers. Sewer rates also considered recent drought and water conservation efforts. Water consumption was used to update commercial rates and how projected water conservation might impact future consumption.
- **City of Sacramento – Water, Sewer and Stormwater Impact Fees:** Updated citywide impact fees for each utility, including the City’s downtown area combined storm-sewer system as well as the separated systems.
- **Pajaro Sunny Mesa CSD, Monterey – Water Rate Study:** The CSD has nine separate water systems, each with separate rates. This study developed a uniform and combined rate structure for the CSD that met CSD policy objectives and Prop 218 requirements for fairness and equity.
- **City of Santa Paula – Water and Sewer Rate Study:** This study included meeting future funding requirements, evaluating issues surrounding the City’s purchase of its wastewater treatment plant, drought impacts, and generally improving rate design to be fairer and more equitable. Residential sewer rates were restructured to create volumetric charges based on average winter water use on a customer-by-customer basis.
- **City of Sausalito – Sewer Rate Study:** This study restructured sewer rates from a fixed charge to a combination of fixed and volumetric rates based on average winter water use. At that time, the Marin County Grand Jury was investigating sewer rates countywide and commended the City for the actions it took to restructure these rates and recommended other agencies follow suit.
- **San Francisco PUC – Solid Waste Electric Utility Rate Studies:** As the prime contractor, NBS teamed with Navigant and R3 Consulting to complete rate studies for the PUC that updated solid waste and electric utility rates.
- **San Lorenzo Valley Water District – Water and Sewer Cost of Service and Rate Design Studies:** Two separate studies addressed the cost of service and then rate design issues, including a long-term funding plan for capital projects. Rate design included restructuring tiered rates combined with a set of rate stabilization (drought) rates that would automatically be implemented if rate revenue in any month fell 10 percent or more below projected revenues
- **City of Yuba City – Water and Sewer Rate Study:** Comprehensive update addressing long-term revenue goals, water conservation, and adequate funding for capital improvements. Prepared financial plan alternatives, projected net revenues, developed reserve policies, cost-of-service analyses, and alternative rate designs including water conservation rates.

“

“Greg’s knowledge and expertise helped the process immensely. He met with the committees and presented his findings in clear understandable graphs and tables. He worked with staff to fine tune the information for presentation to the Board and community.”

Brian Lee, General Manager, San Lorenzo Valley Water District

”



City of Victorville

Updating the Solid Waste Rate Study

27/Consultant/Professional Services Provider Agreement/NBS Government Finance Group dba NBS/Project ESC22-121

TEAM RESUME



JORDAN TAYLOR | Utility Rate Consultant

EDUCATION

- Master of Business Administration, Finance, University of Redlands
- Bachelor of Science, Chemistry, University of Utah, Salt Lake City

HIGHLIGHTS

- Extensive experience in large-scale data analysis
- Advanced Excel user with the essential skills for complex data analysis and alternative scenario analysis
- More than ten years of accounting experience for large and small businesses
- Experienced consultant with water, sewer and solid waste rate structures
- Experienced consultant with budget management, financial planning and reserve fund analysis

“

“Jordan has been great to work with on our Five-Year Water and Wastewater Rate Study. She is professional and very responsive to our requests from making last minute updates to the rate model to brainstorming alternative solutions with us.”

Sunny Wang

*Water Resources Manager
City of Santa Monica*

”

BIOGRAPHY

Jordan Taylor is a Consultant at NBS in our Utility Rate group. She brings more than ten years of experience in finance, accounting, budget planning and system auditing. Jordan graduated with high honors in her Master’s program and spent most of her studies focusing on large-scale financial analysis and data management.

Jordan provides analysis and support on water and sewer utility rate studies for cities and special districts in California. She performs various financial analyses, data management, and utility customer data analysis for utility rate and capacity fee studies. Jordan’s diverse knowledge of managerial accounting is essential to the work performed by NBS.

RELEVANT PROJECT EXPERIENCE

- **Costa Mesa Sanitary District – Solid Waste Rate Study:** This comprehensive rate study included development of a long-term financial plan that evaluated funding options to reduce the annual operating deficit over a five-year period. An evaluation of the District’s solid waste rates, and updated rates were calculated for the three cart sizes that are used by customers in the District and a five-year rate schedule was adopted.
- **Hidden Valley Lakes Community Services District – Water/Sewer Rates & Capacity Fee Study:** Completed an updated water and sewer cost of service study, based on a previous 2015 study conducted by NBS. A key part of this study was addressing significant capital improvement projects and drought-related changes in water consumption patterns. Major tasks included reviewing financial/rate setting policies, preparing financial plans, updating the cost of service analysis, and evaluating alternative rate designs.
- **Idyllwild Water District – Water and Sewer Rate Study:** Prepared water and sewer rate studies, which included developing long-term financial plans that allowed the District to begin funding capital improvement programs for both utilities, and maintain adequate reserves to meet established reserve fund policies. Updated the water rate structure to provide more revenue stability for the District, and implement a cost-based tiered volumetric rate.
- **Ironhouse Sanitary District – Sewer Rate/Capacity Fee Study:** Developed a long-term financial plan that provides sufficient funding to meet annual operating and capital improvement costs, ensuring the District maintains adequate reserve funds while balancing capital outlays. Developed cost of service based rates that are proportional to the cost of service. A key component was obtaining water consumption data for customers and conducting an analysis to determine updated EDU assignments for non-residential customers based on water usage and strength characteristics of wastewater discharged.



City of Victorville

Updating the Solid Waste Rate Study

28/Consultant/Professional Services Provider Agreement/NBS Government Finance Group dba NBS/Project ESC22-121

JORDAN TAYLOR CONTINUED



RELEVANT PROJECT EXPERIENCE | CONTINUED

- **City of Yuba City – Water and Sewer Rate Study Updates:** Perform annual updates of the City's most recent comprehensive Water and Sewer Financial Plan and Rate Study. Key objectives of the annual updates are to evaluate annual financial status and determine if the City needs to implement the previously approved rate increases, or if a lower increase is possible.
- **City of Lincoln – Sewer and Solid Waste Rate Study:** Prepared long-term financial plans for the City's Sewer and Solid Waste utilities, which included evaluating debt financing alternatives for sewer collection system and wastewater treatment plant improvements. Since this was the City's first full cost-of-service analysis for solid waste, Jordan and the project team developed all relevant data necessary to complete the study, including allocating collection, disposal, organics collection, and general and administrative costs.
- **City of McFarland – Water and Sewer Rate Study:** Developed long-term financial plans for the City's water and sewer utilities that would adequately fund operating, maintenance, and high-priority capital improvement needs, which included expanding the wastewater treatment plant and constructing a new water well. Worked with the project team to update the rate structures to reflect the cost of providing service to each customer class and current industry standards.
- **City of Morgan Hill – Wastewater Rate Study:** Prepared a financial plan for the 2018 wastewater rate study update, which included budget analysis, cash flow projections, and a detailed evaluation of capital funding options. The study evaluated debt financing alternatives to fund \$87 million in capital improvements for pipeline replacement and a treatment plant expansion.
- **City of Sacramento – Development Impact Fee Study:** Conducted an extensive update of water, sewer, and storm drainage system capacity charges. This study addressed City policies and overall objectives in developing connection fee alternatives for the City to consider. Key tasks included preparing financial/rate setting policies, financial plans, projecting capital revenue requirements, cost-of-service analyses, and alternative fee methodologies.
- **City of Seal Beach – Water and Sewer Rate Study:** Prepared financial plans for the City's water and sewer utilities to ensure sufficient funding was available for operating, maintenance, capital improvement needs and to maintain appropriate reserve funds. Developed cash flow analyses and capital improvement program funding options that balanced the use of rate increases with potential debt financing to minimize the impact to ratepayers.
- **City of Santa Monica – Water and Wastewater Rate and Capital Facility Fee Study:** Developed long-term financial plans for the City's water and wastewater utilities that balanced meeting operating, maintenance, and capital needs along with maintaining adequate reserve funds. Worked with the project team to develop capital funding options for the City's \$200 million Sustainable Water Infrastructure project by balancing outside debt financing, interfund loans, use of existing reserve fund balances, and rate increases. Developed updated rate structures which included collecting a greater percentage of revenue from fixed water meter charges, incorporating a modest fixed charge in the wastewater rate structure and developing tiered volumetric water rates based on the City's sources of water supply. Conducted a thorough analysis of water usage patterns and updated the wastewater discharge factors to reflect low water usage periods.



EXHIBIT B

COST PROPOSAL

See Attachment

STUDY BUDGET

The table below summarizes our proposed budget for this rate study. We will bill the City monthly for services completed. Any additional services authorized but not included in this study budget will be billed at the hourly rates shown below.

PROJECT BUDGET - Update Victorville Refuse Rate Study				
Rate Study Tasks	Consultant Labor (Hours)		Grand Totals	
	Project Manager (Clumpner)	Consultant (Taylor)	Consultant Labor (Hrs.)	Consultant Costs (\$)
Hourly Rate	\$255	\$180		
Refuse Rate Study Tasks				
Task 1 – Kickoff Meeting and Data Collection	6	14	20	\$4,050
Task 2 – Financial Plan & Revenue Req't. Analysis ¹	8	24	32	\$6,360
Task 3 – Update Cost-of-Service Analysis	8	24	32	\$6,360
– Incorporate SB 1383 Implementation Costs	8	16	24	\$4,920
Task 4 – Update of Existing Rate Structure	6	18	24	\$4,770
Task 5 – Prepare a Written Study Report ²	14	6	20	\$4,650
Task 6 – Meetings and Presentations/Workshops	20	10	30	\$6,900
Task Totals	70	112	182	\$38,010
Reimbursable Expenses				\$500
GRAND TOTAL NOT TO EXCEED³	70	112	182	\$38,510

1. These tasks assume City staff provides sufficient data that is accurate and provided on a timely basis.

2. A draft Study Report will be prepared and the final report will incorporate City Comments.

3. This is an estimated "Not to Exceed" that assumes hours in each task do not exceed those shown above.

PROPOSED TIMELINE

We are not aware of a City deadline for this study, although it is likely too late to expect these results to be implemented in July, 2022. Due to the Prop 218 balloting process, an adoption of late fall '22 or January '23 are reasonable target deadlines.