

**CITY OF CHULA VISTA
CONSULTANT SERVICES AGREEMENT
WITH SCI CONSULTING GROUP
TO PROVIDE PROFESSIONAL SERVICES FOR THE PREPARATION OF A STORM WATER
MANAGEMENT & DRAINAGE FUNDING REPORT**

This Agreement is entered into effective as of January 11, 2022 (“Effective Date”) by and between the City of Chula Vista, a chartered municipal corporation (“City”) and SCI CONSULTING GROUP, a California Corporation (“Consultant”) (collectively, the “Parties” and, individually, a “Party”) with reference to the following facts:

RECITALS

WHEREAS, in 1991, City Council passed Ordinance No. 2463 establishing the Storm Drain Fee and the Storm Drain Revenue Fund by adding Chapters 3.21 and 14.16 to the Chula Vista Municipal Code, with two primary objectives: (1) maintenance of the storm drain system, and (2) compliance with the National Pollutant Discharge Elimination System (NPDES) Permit; and

WHEREAS, in prior fiscal years, the Storm Drain Revenue Fund has not collected enough funds for (1) maintenance of the storm drain system or (2) compliance with the NPDES Permit without supplemental funding; and

WHEREAS, on March 2, 2021, City Council approved Resolution No. 2021-041 to establish a new Capital Improvement Project (DRN0218) and appropriate \$100,000 thereto in order to allow staff to retain a consultant to prepare a Storm Water Management and Drainage Funding Report (“Report”); and

WHEREAS, on August 20, 2021, the City advertised a Request for Proposals (RFP) for professional services of qualified proposers to prepare a Storm Water Management & Drainage Funding Report; and

WHEREAS, City received five (5) proposals from consultant teams interested in providing such services; and

WHEREAS, after the consultant selection process, staff recommended awarding a contract to Consultant based on their direct experience analyzing existing stormwater program revenues and expenditures, and identifying, developing, and implementing successful and comprehensive long-term revenue approaches; and

WHEREAS, the consultant selection process was conducted in accordance with Chula Vista Municipal Code Section 2.56.110(C) for Professional Services; and

WHEREAS, Consultant warrants and represents that it is experienced and staffed in a manner such that it can deliver the services required of Consultant to City in accordance with the time frames and the terms and conditions of this Agreement.

[End of Recitals. Next Page Starts Obligatory Provisions.]

OBLIGATORY PROVISIONS

NOW, THEREFORE, in consideration of the above recitals, the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, City and Consultant hereby agree as follows:

1. SERVICES

1.1 Required Services. Consultant agrees to perform the services, and deliver to City the “Deliverables” (if any) described in the attached Exhibit A, incorporated into the Agreement by this reference, within the time frames set forth therein, time being of the essence for this Agreement. The services and/or Deliverables described in Exhibit A shall be referred to herein as the “Required Services.”

1.2 Reductions in Scope of Work. City may independently, or upon request from Consultant, from time to time, reduce the Required Services to be performed by the Consultant under this Agreement. Upon doing so, City and Consultant agree to meet and confer in good faith for the purpose of negotiating a corresponding reduction in the compensation associated with the reduction.

1.3 Additional Services. Subject to compliance with the City’s Charter, codes, policies, procedures and ordinances governing procurement and purchasing authority, City may request Consultant provide additional services related to the Required Services (“Additional Services”). If so, City and Consultant agree to meet and confer in good faith for the purpose of negotiating an amendment to Exhibit A, to add the Additional Services. Unless otherwise agreed, compensation for the Additional Services shall be charged and paid consistent with the rates and terms already provided therein. Once added to Exhibit A, “Additional Services” shall also become “Required Services” for purposes of this Agreement.

1.4 Standard of Care. Consultant expressly warrants and agrees that any and all Required Services hereunder shall be performed in accordance with the highest standard of care exercised by members of the profession currently practicing under similar conditions and in similar locations.

1.5 No Waiver of Standard of Care. Where approval by City is required, it is understood to be conceptual approval only and does not relieve the Consultant of responsibility for complying with all laws, codes, industry standards, and liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of the Consultant or its subcontractors.

1.6 Security for Performance. In the event that Exhibit A Section 4 indicates the need for Consultant to provide additional security for performance of its duties under this Agreement, Consultant shall provide such additional security prior to commencement of its Required Services in the form and on the terms prescribed on Exhibit A, or as otherwise prescribed by the City Attorney.

1.7 Compliance with Laws. In its performance of the Required Services, Consultant shall comply with any and all applicable federal, state and local laws, including the Chula Vista Municipal Code.

1.8 Business License. Prior to commencement of work, Consultant shall obtain a business license from City.

1.9 Subcontractors. Prior to commencement of any work, Consultant shall submit for City’s information and approval a list of any and all subcontractors to be used by Consultant in the performance of the Required Services. Consultant agrees to take appropriate measures necessary to ensure that all subcontractors and

personnel utilized by the Consultant to complete its obligations under this Agreement comply with all applicable laws, regulations, ordinances, and policies, whether federal, state, or local. In addition, if any subcontractor is expected to fulfill any responsibilities of the Consultant under this Agreement, Consultant shall ensure that each and every subcontractor carries out the Consultant's responsibilities as set forth in this Agreement.

1.10 Term. This Agreement shall commence on the earlier to occur of the Effective Date or Consultant's commencement of the Required Services hereunder, and shall terminate when the Parties have complied with all their obligations hereunder; provided, however, provisions which expressly survive termination shall remain in effect.

2. COMPENSATION

2.1 General. For satisfactory performance of the Required Services, City agrees to compensate Consultant in the amount(s) and on the terms set forth in Exhibit A, Section 4. Standard terms for billing and payment are set forth in this Section 2.

2.2 Detailed Invoicing. Consultant agrees to provide City with a detailed invoice for services performed each month, within thirty (30) days of the end of the month in which the services were performed, unless otherwise specified in Exhibit A. Invoicing shall begin on the first of the month following the Effective Date of the Agreement. All charges must be presented in a line item format with each task separately explained in reasonable detail. Each invoice shall include the current monthly amount being billed, the amount invoiced to date, and the remaining amount available under any approved budget. Consultant must obtain prior written authorization from City for any fees or expenses that exceed the estimated budget.

2.3 Payment to Consultant. Upon receipt of a properly prepared invoice and confirmation that the Required Services detailed in the invoice have been satisfactorily performed, City shall pay Consultant for the invoice amount within thirty (30) days. Payment shall be made in accordance with the terms and conditions set forth in Exhibit A and section 2.4, below. At City's discretion, invoices not timely submitted may be subject to a penalty of up to five percent (5%) of the amount invoiced.

2.4 Retention Policy. City shall retain ten percent (10%) of the amount due for Required Services detailed on each invoice (the "holdback amount"). Upon City review and determination of Project Completion, the holdback amount will be issued to Consultant.

2.5 Reimbursement of Costs. City may reimburse Consultant's out-of-pocket costs incurred by Consultant in the performance of the Required Services if negotiated in advance and included in Exhibit A. Unless specifically provided in Exhibit A, Consultant shall be responsible for any and all out-of-pocket costs incurred by Consultant in the performance of the Required Services.

2.6 Exclusions. City shall not be responsible for payment to Consultant for any fees or costs in excess of any agreed upon budget, rate or other maximum amount(s) provided for in Exhibit A. City shall also not be responsible for any cost: (a) incurred prior to the Effective Date; or (b) arising out of or related to the errors, omissions, negligence or acts of willful misconduct of Consultant, its agents, employees, or subcontractors.

2.7 Payment Not Final Approval. Consultant understands and agrees that payment to the Consultant or reimbursement for any Consultant costs related to the performance of Required Services does not constitute a City final decision regarding whether such payment or cost reimbursement is allowable and eligible for payment under this Agreement, nor does it constitute a waiver of any violation by Consultant of the terms of

this Agreement. If City determines that Consultant is not entitled to receive any amount of compensation already paid, City will notify Consultant in writing and Consultant shall promptly return such amount.

3. INSURANCE

3.1 Required Insurance. Consultant must procure and maintain, during the period of performance of Required Services under this Agreement, and for twelve months after completion of Required Services, the policies of insurance described on the attached Exhibit B, incorporated into the Agreement by this reference (the “Required Insurance”). The Required Insurance shall also comply with all other terms of this Section.

3.2 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions relating to the Required Insurance must be disclosed to and approved by City in advance of the commencement of work.

3.3 Standards for Insurers. Required Insurance must be placed with licensed insurers admitted to transact business in the State of California with a current A.M. Best’s rating of A V or better, or, if insurance is placed with a surplus lines insurer, insurer must be listed on the State of California List of Eligible Surplus Lines Insurers (LESLI) with a current A.M. Best’s rating of no less than A X. For Workers’ Compensation Insurance, insurance issued by the State Compensation Fund is also acceptable.

3.4 Subcontractors. Consultant must include all sub-consultants/sub-contractors as insureds under its policies and/or furnish separate certificates and endorsements demonstrating separate coverage for those not under its policies. Any separate coverage for sub-consultants must also comply with the terms of this Agreement.

3.5 Additional Insureds. City, its officers, officials, employees, agents, and volunteers must be named as additional insureds with respect to any policy of general liability, automobile, or pollution insurance specified as required in Exhibit B or as may otherwise be specified by City’s Risk Manager.. The general liability additional insured coverage must be provided in the form of an endorsement to the Consultant’s insurance using ISO CG 2010 (11/85) or its equivalent; such endorsement must not exclude Products/Completed Operations coverage.

3.6 General Liability Coverage to be “Primary.” Consultant’s general liability coverage must be primary insurance as it pertains to the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers is wholly separate from the insurance provided by Consultant and in no way relieves Consultant from its responsibility to provide insurance.

3.7 No Cancellation. No Required Insurance policy may be canceled by either Party during the required insured period under this Agreement, except after thirty days’ prior written notice to the City by certified mail, return receipt requested. Prior to the effective date of any such cancellation Consultant must procure and put into effect equivalent coverage(s).

3.8 Waiver of Subrogation. Consultant’s insurer(s) will provide a Waiver of Subrogation in favor of the City for each Required Insurance policy under this Agreement. In addition, Consultant waives any right it may have or may obtain to subrogation for a claim against City.

3.9 Verification of Coverage. Prior to commencement of any work, Consultant shall furnish City with original certificates of insurance and any amendatory endorsements necessary to demonstrate to City that Consultant has obtained the Required Insurance in compliance with the terms of this Agreement. The words

“will endeavor” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives” or any similar language must be deleted from all certificates. The required certificates and endorsements should otherwise be on industry standard forms. The City reserves the right to require, at any time, complete, certified copies of all required insurance policies, including endorsements evidencing the coverage required by these specifications.

3.10 Claims Made Policy Requirements. If General Liability, Pollution and/or Asbestos Pollution Liability and/or Errors & Omissions coverage are required and are provided on a claims-made form, the following requirements also apply:

a. The “Retro Date” must be shown, and must be before the date of this Agreement or the beginning of the work required by this Agreement.

b. Insurance must be maintained, and evidence of insurance must be provided, for at least five (5) years after completion of the work required by this Agreement.

c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a “Retro Date” prior to the effective date of this Agreement, the Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of the work required by this Agreement.

d. A copy of the claims reporting requirements must be submitted to the City for review.

3.11 Not a Limitation of Other Obligations. Insurance provisions under this section shall not be construed to limit the Consultant’s obligations under this Agreement, including Indemnity.

3.12 Additional Coverage. To the extent that insurance coverage provided by Consultant maintains higher limits than the minimums appearing in Exhibit B, City requires and shall be entitled to coverage for higher limits maintained.

4. INDEMNIFICATION

4.1. General. To the maximum extent allowed by law, Consultant shall protect, defend, indemnify and hold harmless City, its elected and appointed officers, agents, employees and volunteers (collectively, “Indemnified Parties”), from and against any and all claims, demands, causes of action, costs, expenses, (including reasonable attorneys’ fees and court costs), liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, negligence, or willful misconduct of Consultant, its officials, officers, employees, agents, and contractors, arising out of or in connection with the performance of the Required Services, the results of such performance, or this Agreement. This indemnity provision does not include any claims, damages, liability, costs and expenses arising from the sole negligence or willful misconduct of the Indemnified Parties. Also covered is liability arising from, connected with, caused by or claimed to be caused by the active or passive negligent acts or omissions of the Indemnified Parties which may be in combination with the active or passive negligent acts or omissions of the Consultant, its employees, agents or officers, or any third party.

4.2. Modified Indemnity Where Agreement Involves Design Professional Services. Notwithstanding the forgoing, if the services provided under this Agreement are design professional services, as defined by California Civil Code section 2782.8, as may be amended from time to time, the defense and indemnity obligation under Section 1, above, shall be limited to the extent required by California Civil Code section 2782.8.

4.3 Costs of Defense and Award. Included in Consultant's obligations under this Section 4 is Consultant's obligation to defend, at Consultant's own cost, expense and risk, any and all suits, actions or other legal proceedings that may be brought or instituted against one or more of the Indemnified Parties. Subject to the limitations in this Section 4, Consultant shall pay and satisfy any judgment, award or decree that may be rendered against one or more of the Indemnified Parties for any and all related legal expenses and costs incurred by any of them.

4.4. Consultant's Obligations Not Limited or Modified. Consultant's obligations under this Section 4 shall not be limited to insurance proceeds, if any, received by the Indemnified Parties, or by any prior or subsequent declaration by the Consultant. Furthermore, Consultant's obligations under this Section 4 shall in no way limit, modify or excuse any of Consultant's other obligations or duties under this Agreement.

4.5. Enforcement Costs. Consultant agrees to pay any and all costs City incurs in enforcing Consultant's obligations under this Section 4.

4.6 Survival. Consultant's obligations under this Section 4 shall survive the termination of this Agreement.

5. FINANCIAL INTERESTS OF CONSULTANT.

5.1 Form 700 Filing. The California Political Reform Act and the Chula Vista Conflict of Interest Code require certain government officials and consultants performing work for government agencies to publicly disclose certain of their personal assets and income using a Statement of Economic Interests form (Form 700). In order to assure compliance with these requirements, Consultant shall comply with the disclosure requirements identified in the attached Exhibit C, incorporated into the Agreement by this reference.

5.2 Disclosures; Prohibited Interests. Independent of whether Consultant is required to file a Form 700, Consultant warrants and represents that it has disclosed to City any economic interests held by Consultant, or its employees or subcontractors who will be performing the Required Services, in any real property or project which is the subject of this Agreement. Consultant warrants and represents that it has not employed or retained any company or person, other than a bona fide employee or approved subcontractor working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants and represents that it has not paid or agreed to pay any company or person, other than a bona fide employee or approved subcontractor working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further warrants and represents that no officer or employee of City, has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, the proceeds hereof, or in the business of Consultant or Consultant's subcontractors. Consultant further agrees to notify City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement. For breach or violation of any of these warranties, City shall have the right to rescind this Agreement without liability.

6. REMEDIES

6.1 Termination for Cause. If for any reason whatsoever Consultant shall fail to perform the Required Services under this Agreement, in a proper or timely manner, or if Consultant shall violate any of the other covenants, agreements or conditions of this Agreement (each a "Default"), in addition to any and all other rights and remedies City may have under this Agreement, at law or in equity, City shall have the right to terminate this Agreement by giving five (5) days written notice to Consultant. Such notice shall identify the Default and the Agreement termination date. If Consultant notifies City of its intent to cure such Default prior

to City's specified termination date, and City agrees that the specified Default is capable of being cured, City may grant Consultant up to ten (10) additional days after the designated termination date to effectuate such cure. In the event of a termination under this Section 6.1, Consultant shall immediately provide City any and all "Work Product" (defined in Section 7 below) prepared by Consultant as part of the Required Services. Such Work Product shall be City's sole and exclusive property as provided in Section 7 hereof. Consultant may be entitled to compensation for work satisfactorily performed prior to Consultant's receipt of the Default notice; provided, however, in no event shall such compensation exceed the amount that would have been payable under this Agreement for such work, and any such compensation shall be reduced by any costs incurred or projected to be incurred by City as a result of the Default.

6.2 Termination or Suspension for Convenience of City. City may suspend or terminate this Agreement, or any portion of the Required Services, at any time and for any reason, with or without cause, by giving specific written notice to Consultant of such termination or suspension at least fifteen (15) days prior to the effective date thereof. Upon receipt of such notice, Consultant shall immediately cease all work under the Agreement and promptly deliver all "Work Product" (defined in Section 7 below) to City. Such Work Product shall be City's sole and exclusive property as provided in Section 7 hereof. Consultant shall be entitled to receive just and equitable compensation for this Work Product in an amount equal to the amount due and payable under this Agreement for work satisfactorily performed as of the date of the termination/suspension notice plus any additional remaining Required Services requested or approved by City in advance that would maximize City's value under the Agreement.

6.3 Waiver of Claims. In the event City terminates the Agreement in accordance with the terms of this Section, Consultant hereby expressly waives any and all claims for damages or compensation as a result of such termination except as expressly provided in this Section 6.

6.4 Administrative Claims Requirements and Procedures. No suit or arbitration shall be brought arising out of this Agreement against City unless a claim has first been presented in writing and filed with City and acted upon by City in accordance with the procedures set forth in Chapter 1.34 of the Chula Vista Municipal Code, as same may be amended, the provisions of which, including such policies and procedures used by City in the implementation of same, are incorporated herein by this reference. Upon request by City, Consultant shall meet and confer in good faith with City for the purpose of resolving any dispute over the terms of this Agreement.

6.5 Governing Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action arising under or relating to this Agreement shall be brought only in San Diego County, State of California.

6.6 Service of Process. Consultant agrees that it is subject to personal jurisdiction in California. If Consultant is a foreign corporation, limited liability company, or partnership that is not registered with the California Secretary of State, Consultant irrevocably consents to service of process on Consultant by first class mail directed to the individual and address listed under "For Legal Notice," in section 1.B. of Exhibit A to this Agreement, and that such service shall be effective five days after mailing.

7. OWNERSHIP AND USE OF WORK PRODUCT

All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems and any other materials or properties produced in whole or in part under this Agreement in connection with the performance

of the Required Services (collectively “Work Product”) shall be the sole and exclusive property of City. No such Work Product shall be subject to private use, copyrights or patent rights by Consultant in the United States or in any other country without the express, prior written consent of City. City shall have unrestricted authority to publish, disclose, distribute, and otherwise use, copyright or patent, in whole or in part, any such Work Product, without requiring any permission of Consultant, except as may be limited by the provisions of the Public Records Act or expressly prohibited by other applicable laws. With respect to computer files containing data generated as Work Product, Consultant shall make available to City, upon reasonable written request by City, the necessary functional computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

8. GENERAL PROVISIONS

8.1 Amendment. This Agreement may be amended, but only in writing signed by both Parties.

8.2 Assignment. City would not have entered into this Agreement but for Consultant’s unique qualifications and traits. Consultant shall not assign any of its rights or responsibilities under this Agreement, nor any part hereof, without City’s prior written consent, which City may grant, condition or deny in its sole discretion.

8.3 Authority. The person(s) executing this Agreement for Consultant warrants and represents that they have the authority to execute same on behalf of Consultant and to bind Consultant to its obligations hereunder without any further action or direction from Consultant or any board, principle or officer thereof.

8.4 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one Agreement after each Party has signed such a counterpart.

8.5 Entire Agreement. This Agreement together with all exhibits attached hereto and other agreements expressly referred to herein, constitutes the entire Agreement between the Parties with respect to the subject matter contained herein. All exhibits referenced herein shall be attached hereto and are incorporated herein by reference. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, are superseded.

8.6 Record Retention. During the course of the Agreement and for three (3) years following completion of the Required Services, Consultant agrees to maintain, intact and readily accessible, all data, documents, reports, records, contracts, and supporting materials relating to the performance of the Agreement, including accounting for costs and expenses charged to City, including such records in the possession of sub-contractors/sub-consultants.

8.7 Further Assurances. The Parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the intentions of the Parties.

8.8 Independent Contractor. Consultant is and shall at all times remain as to City a wholly independent contractor. Neither City nor any of its officers, employees, agents or volunteers shall have control over the conduct of Consultant or any of Consultant’s officers, employees, or agents (“Consultant Related Individuals”), except as set forth in this Agreement. No Consultant Related Individuals shall be deemed employees of City, and none of them shall be entitled to any benefits to which City employees are entitled, including but not limited to, overtime, retirement benefits, worker's compensation benefits, injury leave or other leave benefits. Furthermore, City will not withhold state or federal income tax, social security tax or

any other payroll tax with respect to any Consultant Related Individuals; instead, Consultant shall be solely responsible for the payment of same and shall hold the City harmless with respect to same. Consultant shall not at any time or in any manner represent that it or any of its Consultant Related Individuals are employees or agents of City. Consultant shall not incur or have the power to incur any debt, obligation or liability whatsoever against City, or bind City in any manner.

8.9 Notices. All notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing. All notices, demands and requests to be sent to any Party shall be deemed to have been properly given or served if personally served or deposited in the United States mail, addressed to such Party, postage prepaid, registered or certified, with return receipt requested, at the addresses identified in this Agreement at the places of business for each of the designated Parties as indicated in Exhibit A, or otherwise provided in writing.

8.10 Electronic Signatures. Each Party agrees that the electronic signatures, whether digital or encrypted, of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a Party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

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**SIGNATURE PAGE
CONSULTANT SERVICES AGREEMENT**

IN WITNESS WHEREOF, by executing this Agreement where indicated below, City and Consultant agree that they have read and understood all terms and conditions of the Agreement, that they fully agree and consent to bound by same, and that they are freely entering into this Agreement as of the Effective Date.

SCI CONSULTING GROUP

CITY OF CHULA VISTA

BY: _____
|JOHN W. BLISS |
|PRESIDENT |

BY: _____
|MARY CASILLAS SALAS |
|MAYOR |

|ATTEST

BY: _____
Kerry K. Bigelow, MMC
City Clerk |

APPROVED AS TO FORM

BY: _____
Glen R. Googins
City Attorney

EXHIBIT A
SCOPE OF WORK AND PAYMENT TERMS

1. Contact People for Contract Administration and Legal Notice

A. City Contract Administration:

Sandra Hernandez, Associate Engineer
276 Fourth Avenue, Chula Vista, CA 91910
(619) 476-2314
shernandez@chulavistaca.gov

For Legal Notice Copy to:

City of Chula Vista
City Attorney
276 Fourth Avenue, Chula Vista, CA 91910
619-691-5037
CityAttorney@chulavistaca.gov

B. Consultant Contract Administration:

SCI CONSULTING GROUP
Valerie Flores
4745 Mangels Boulevard, Fairfield, CA 94534
(707) 430-4300
valerie.flores@sci-cg.com

For Legal Notice Copy to:

John Bliss
4745 Mangels Boulevard, Fairfield, CA 94534
(707) 430-4300
John.bliss@sci-cg.com

2. Required Services

A. General Description:

Consultant will provide Professional Services to prepare a Storm Water Management & Drainage Funding Report (“Report”) to explore different sources of funding, including the Storm Drain Fee, approved by City Council in 1991, to meet the increasing needs of the City’s Storm Water Program. The Report will provide a multi-year plan with a recommendation for Storm Drain Fee rate structure and potential customer impact.

B. Detailed Description:

Consultant shall furnish all services as required to prepare the Report that will include the following tasks:

1. Identify and Define the Current Storm Water Management Program Requirements and Costs

- a. Identify and define the Storm Water Management Program’s (Program) goals, needs, and priorities. Shall review all pertinent documents related to program implementation and storm water regulations that apply to the City of Chula Vista. Shall review budget history for

implementation of the Program, including costs for compliance with regulations and the City's Capital Improvement Program (CIP) budget.

i. Literature Review:

- Chula Vista Storm Water Asset Management Program documents including:
 - 2016 Drainage Management System – Asset Management Plan to include funding for drainage facilities
 - 2004 Drainage Master Plan
 - City of Chula Vista GIS data available on the City's website
- Storm Water Program Management documents
 - BMP Manual, March 2019 Update
 - Trash Amendments
 - City of Chula Vista Jurisdictional Runoff Management Plan (JRMP) and JRP Annual Reports - Fiscal Analysis
 - San Diego Bay (SDB) Water Quality Improvement Plan
 - Relevant Regulations
 - NPDES Requirements that the State Board might issue for the new Permit
- Operating and capital budgets for the Program and for the CIP Program

2. Funding Options

- a. Evaluate current funding mechanisms and funding structure and make recommendations for improvement, including but not limited to funding methodology, revenue sources, debt financing, grants, etc.
- b. Provide the analysis for the following fee baseline and cost recovery options. Consultant will provide additional options as needed:
 - i. Baseline: Current level of service (Year 2021) with comparisons to other San Diego County local agencies with storm drain fees as available
 - ii. Option 1: Full Cost Recovery for Program, the Maintenance & Operation (M&O), and funding for Storm Drain CIPs
 - iii. Option 2: Full Cost Recovery for the Program to meet minimum regulatory requirements and costs recovery of Maintenance & Operation (M&O)
 - iv. Option 3: Full Cost Recovery for the Program to meet minimum regulatory requirements
 - v. Option 4: Identify what services will be covered by the Storm Drain Fee, if the fee were updated, for inflation since inception of the fee and moving forward with no “Catching up” factor
- c. Identify and recommend other options for funding other than Options 1 through 4 identified in 2.b (above), propose recommended option(s) along with their pros and cons, and prepare appendix and/or table comparison of overall proposed storm drain fee options above to other existing local agencies with storm drain fees. Include table showing typical customer baseline fee comparison to new proposed fee options for typical customer types (e.g. single family residential, commercial, industrial, etc.) (Note that the Storm Drain Fee is collected as separate part of the Sewer Bill).

3. Policy Map

- a. Develop a Program Plan to implement the recommendations made to recover the storm water costs from users, including at a minimum how delinquent accounts may be enforced and how future fee updates will be implemented.
- b. Identify and review legal considerations and recommend policies and ordinances that need to be adopted by the City to implement the various fee options.
- c. Provide a recommended public and stakeholder involvement and outreach plan and the estimated implementation cost for this plan.

- d. Conduct preliminary review of available billing technology and provide summary along with pros and cons of each one.
- e. Recommend necessary changes to City Ordinances and policies to implement proposed rate structure options.

4. Financial Model

- a. Identify and determine one-time implementation costs and ongoing administration costs for proposed financial model.
- b. Develop a multiyear financial plan (minimum of 5 years) for the Options identified in 2b (above) with additional 10 years.

5. Billing Units

- a. Review available data (e.g. parcel data, aerial data, etc.)
- b. Define user fee methodology.
- c. Evaluate customer classifications and billing units.
- d. Recommend customer classification and billing units providing a full analysis including but not limited to equitability of each type and cost implementations.
- e. Evaluate and recommend policies such as reserve policies (e.g. capital stabilization, emergency funds, etc.).

6. Rate Structure (adequacy & equitability)

- a. Determine rates taking into consideration total annual revenue requirements, allocated costs of service, and compliance with state guidelines.
- b. Analyze the billing impact to each user class and provide examples of each.
- c. Provide comparison to other California storm drain fees.
- d. Identify expense components that may qualify as a Pass-Through Fee.
- e. Consider collectable amounts vs. an assessment amount.

7. Credit Program

- a. Recommend a policy for issuing credits and incentives for potential storm drain fee reductions.

8. Evaluation of Fee Approval Methodology

- a. Provide an evaluation of the methods available for fee approval, specifically Proposition 218 with and without the use of SB231 which defines the Storm Drain System as a type of sewer system.
- b. Recommend an approach for fee approval.

9. Meetings

- Kickoff meeting
- Meeting with Public Works and Finance Staff to discuss their departments' needs
- Monthly team meetings with the Consultant and City staff (1 meeting per month)
- Meeting with City Staff to discuss 100% Draft of the Report
- Stakeholder group meetings (minimum 2 meetings)
- 1st Council Meeting to present findings of report
- 2nd Council Meeting to answer questions from City Council and public

10. Deliverables

- 50% Draft of the Report
- 90% Draft of the Report
- 100% Draft of the Report
- Final Report

At a minimum, the Report shall include the following topics:

- Background and Purpose
- Description of quality control and assurance measures including a review of applicable regulations
- Fee Structure and Design

- Review of other funding sources
- Annual revenue requirements
- Financial Model
- Recommendation for implementing the fee with cost estimate: Provide the next steps in implementing the fee including the estimated cost for these steps, including public outreach needs (e.g. citizen action committee), fee approval process, and billing implementation
- Following the City’s review and approval of the final draft of the Storm Water Management & Drainage Funding Report, the Consultant will provide to the Chula Vista Project Manager (which will be identified by the City during the Kick-off Meeting) the following of the final version of the Report:
 - One (1) “Reproducible” hard copy printed on one side only and clipped together (not bound) to facilitate copying
 - Twelve (12) bound hard two-sided copies to be presented to various City leaders and to be made available to the public
 - The Consultant will provide a master electronic copy of the text document in word format, an ArcView GIS format of the graphics and a copy, in PDF format, on thumb drive for future duplicating needs
 - All models used to develop unit costs, graphics, and design rates will become the property of Chula Vista and must be compatible with Microsoft Office 2010 or higher

11. Schedule

The Consultant will have ten (10) months from the Kick-off Meeting to provide a completed Report and attend required meetings. The schedule can be updated if both parties agree to the new task dates, otherwise the following schedule will prevail.

Task	Date
Kick-off meeting & initial staff interview	January 2022
Additional staff interviews and data collection	February 2022
Financial Analysis, follow up questions to staff	February 2022 /March 2022
Billing Unit Analysis 50% complete	March 2022
Complete Financial Analysis, Billing Unit Analysis, Rate Structure and present to staff	By April 25, 2022
First stakeholder group meeting	May 2, 2022
Fee Report and Policy map 50% complete	May 16, 2022
Second stakeholder group meeting	June 6, 2022
Fee Report 90% complete, obtain staff feedback, finalize Policy Map	June 13, 2022
Finalize Fee Report	July 12, 2022
Present Fee Report to City Council	September 13, 2022
Second City Council Meeting	October 2022

3. Term: In accordance with Section 1.10 of this Agreement, the term of this Agreement shall begin [January 11, 2022] and end on [December 31, 2022]. If performance of the Required Services are in progress at the expiration date of this Agreement, term of the Agreement may be extended by administrative amendment for a time period needed to complete the in-progress Required Services.

4. Compensation: |

A. Form of Compensation

Time and Materials. For performance of the Required Services by Consultant as identified in Section 2.B., above, City shall pay Consultant for the productive hours of time spent by Consultant in the performance of the Required Services, at the rates or amounts as indicated below:

Company	Name	Title	Hourly Rate	Consultant Markup
SCI Consulting Group	John Bliss	President	\$275	-
SCI Consulting Group	Jerry Bradshaw	Senior Engineer	\$255	-
SCI Consulting Group	Susan Barnes	Senior Consultant	\$195	-
SCI Consulting Group	-	Administrative Support	\$70	-
Larry Walker Associates	Karen Ashby	NPDES Task Lead	\$304	10%
Larry Walker Associates	Paul Hartman	NPDES Task Advisor	\$279	10%
Larry Walker Associates	Airy Krich-Brinton	NPDES Task Support	\$215	10%

B. Reimbursement of Costs

Invoiced or agreed-upon amounts as follows:

Item	Cost
Mileage	IRS Standard Mileage Rate
Delivery Expenses	Actual Cost
Reproduction Expenses	Actual Cost
Travel Expenses	Actual Cost
Property data	Actual Cost
Maps	Actual Cost
Other direct costs require written pre-approval by the City	Actual Cost

Notwithstanding the foregoing, the maximum amount to be paid to the Consultant for services performed through December 31, 2022, or the extended Term date as authorized by Exhibit A, Section 3 above, whichever is later, shall not exceed One Hundred Thousand Dollars and Zero Cents (\$100,000.00).

5. Special Provisions:

Permitted Sub-Consultants: Larry Walker Associates

EXHIBIT B
INSURANCE REQUIREMENTS

Consultant shall adhere to all terms and conditions of Section 3 of the Agreement and agrees to provide the following types and minimum amounts of insurance, as indicated by checking the applicable boxes (x).

	Type of Insurance	Minimum Amount	Form
<input checked="" type="checkbox"/>	General Liability: Including products and completed operations, personal and advertising injury	\$2,000,000 per occurrence for bodily injury, personal injury (including death), and property damage. If Commercial General Liability insurance with a general aggregate limit is used, either the general aggregate limit must apply separately to this Agreement or the general aggregate limit must be twice the required occurrence limit Additional Insured Endorsement or Blanket AI Endorsement for City* Waiver of Recovery Endorsement	Insurance Services Office Form CG 00 01 <i>*Must be primary and must not exclude Products/Completed Operations</i>
<input checked="" type="checkbox"/>	Automobile Liability	\$1,000,000 per accident for bodily injury, including death, and property damage	Insurance Services Office Form CA 00 01 Code 1-Any Auto Code 8-Hired Code 9-Non Owned
<input checked="" type="checkbox"/>	Workers' Compensation Employer's Liability	\$1,000,000 each accident \$1,000,000 disease policy limit \$1,000,000 disease each employee Waiver of Recovery Endorsement	
<input checked="" type="checkbox"/>	Professional Liability (Errors & Omissions)	\$1,000,000 each occurrence \$2,000,000 aggregate	

Other Negotiated Insurance Terms: NONE

EXHIBIT C
CONSULTANT CONFLICT OF INTEREST DESIGNATION

The Political Reform Act¹ and the Chula Vista Conflict of Interest Code² (“Code”) require designated state and local government officials, including some consultants, to make certain public disclosures using a Statement of Economic Interests form (Form 700). Once filed, a Form 700 is a public document, accessible to any member of the public. In addition, consultants designated to file the Form 700 are also required to comply with certain ethics training requirements.³

A. Consultant IS a corporation or limited liability company and is therefore EXCLUDED⁴ from disclosure.

B. Consultant NOT a corporation or limited liability company and disclosure designation is as follows:

APPLICABLE DESIGNATIONS FOR INDIVIDUAL(S) ASSIGNED TO PROVIDE SERVICES

(Category descriptions available at www.chulavistaca.gov/departments/city-clerk/conflict-of-interest-code.)

Name	Email Address	Applicable Designation
Enter Name of Each Individual Who Will Be Providing Service Under the Contract – <i>If individuals have different disclosure requirements, duplicate this row and complete separately for each individual</i>	Enter email address(es)	<input type="checkbox"/> A. Full Disclosure <input type="checkbox"/> B. Limited Disclosure (<i>select one or more of the categories under which the consultant shall file</i>): <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. Justification: <input type="checkbox"/> C. Excluded from Disclosure

1. Required Filers

Each individual who will be performing services for the City pursuant to the Agreement and who meets the definition of “Consultant,” pursuant to FPPC Regulation 18700.3, must file a Form 700.

2. Required Filing Deadlines

Each initial Form 700 required under this Agreement shall be filed with the Office of the City Clerk via the City's online filing system, NetFile, within 30 days of the approval of the Agreement. Additional Form 700 filings will be required annually on April 1 during the term of the Agreement, and within 30 days of the termination of the Agreement.

3. Filing Designation

The City Department Director will designate each individual who will be providing services to the City pursuant to the Agreement as *full disclosure*, *limited disclosure*, or *excluded from disclosure*, based on an analysis of the services the Consultant will provide. Notwithstanding this designation or anything in the Agreement, the Consultant is ultimately responsible for complying with FPPC regulations and filing requirements. If you have any questions regarding filing requirements, please do not hesitate to contact the City Clerk at (619)691-5041, or the FPPC at 1-866-ASK-FPPC, or (866) 275-3772 *2.

Pursuant to the duly adopted City of Chula Vista Conflict of Interest Code, this document shall serve as the written determination of the consultant’s requirement to comply with the disclosure requirements set forth in the Code.

Completed by: Sandra Hernandez

1 Cal. Gov. Code §§81000 *et seq.*; FPPC Regs. 18700.3 and 18704.

2 Chula Vista Municipal Code §§2.02.010-2.02.040.

3 Cal. Gov. Code §§53234, *et seq.*

4 CA FPPC Adv. A-15-147 (*Chadwick*) (2015); *Davis v. Fresno Unified School District* (2015) 237 Cal.App.4th 261; FPPC Reg. 18700.3 (Consultant defined as an “individual” who participates in making a governmental decision; “individual” does not include corporation or limited liability company).