

CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER 10089684-21-V, Develop City Policies & Procedures for the Customer Support Operations

This Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful proposer to Request for Proposal (RFP) # 10089684-21-V, Develop City Policies & Procedures for the Customer Support Operations (Contractor).

RECITALS

On or about 7/17/2020, City issued an RFP to prospective proposers on services to be provided to the City. The RFP and any addenda and exhibits thereto are collectively referred to as the "RFP." The RFP is attached hereto as Exhibit A.

City has determined that Contractor has the expertise, experience, and personnel necessary to provide the Services.

City wishes to retain Contractor to develop City policies and procedures needed to standardize the meter-to-cash operations and provide training as further described in the Scope of Work, attached hereto as Exhibit B. (Services).

For good and valuable consideration, the sufficiency of which is acknowledged, City and Contractor agree as follows:

**ARTICLE I
CONTRACTOR SERVICES**

1.1 Scope of Work. Contractor shall provide the Services to City as described in Exhibit B which is incorporated herein by reference. Contractor will submit all required forms and information described in Exhibit A to the Purchasing Agent before providing Services.

1.2 General Contract Terms and Provisions. This Contract incorporates by reference the General Contract Terms and Provisions, attached hereto as Exhibit C.

**ARTICLE II
DURATION OF CONTRACT**

2.1 Term. This Contract shall be for a period from the Effective Date until completion of the Scope of Services. The term of this Contract shall not exceed five years unless approved by the City Council by ordinance.

2.2 Effective Date. This Contract shall be effective on the date it is executed by the last Party to sign the Contract, and approved by the City Attorney in accordance with San Diego Charter Section 40.

**ARTICLE III
COMPENSATION**

3.1 Amount of Compensation. City shall pay Contractor for performance of all Services rendered in accordance with this Contract in an amount not to exceed **\$229,441.00**.

**ARTICLE IV
WAGE REQUIREMENTS**

4.1 Reserved.

**ARTICLE V
CONTRACT DOCUMENTS**

5.1 Contract Documents. The following documents comprise the Contract between the City and Contractor: this Contract and all exhibits thereto, the RFP; the Notice to Proceed; and the City's written acceptance of exceptions or clarifications to the RFP, if any.

5.2 Contract Interpretation. The Contract Documents completely describe the Services to be provided. Contractor will provide any Services that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for or identified in the Contract Documents. Words or phrases which have a well-known technical or construction industry or trade meaning and are used to describe Services will be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents.

5.3 Precedence. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the Parties will use the order of precedence as set forth below. The 1st document has the highest priority. Inconsistent provisions in the Contract Documents that address the same subject, are consistent, and have different degrees of specificity, are not in conflict and the more specific language will control. The order of precedence from highest to lowest is as follows:

- 1st Any properly executed written amendment to the Contract
- 2nd The Contract
- 3rd The RFP and the City's written acceptance of any exceptions or clarifications to the RFP, if any
- 4th Contractor's Pricing

5.4 Counterparts. This Contract may be executed in counterparts which, when taken together, shall constitute a single signed original as though all Parties had executed the same page.

5.5 Public Agencies. Other public agencies, as defined by California Government Code section 6500, may choose to use the terms of this Contract, subject to Contractor's acceptance. The City is not liable or responsible for any obligations related to a subsequent Contract between Contractor and another public agency.

IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers.

CONTRACTOR

Raftelis Financial Consultants, Inc.

Proposer

24640 Jefferson Avenue, Suite 207

Street Address

Murrieta, CA 92562

City

704-373-1199

Telephone No.

info@raftelis.com

E-Mail

BY:

J. Novak

Signature of Proposer's Authorized Representative

Julia Novak

Print Name

Executive Vice President

Title

August 21, 2020

Date

CITY OF SAN DIEGO
A Municipal Corporation

BY:

C. Barca

Print Name:

Claudia C. Barca

Director, Purchasing & Contracting Department

11/25/2020

Date Signed

Approved as to form this 30th day of November, 20 2020.
MARA W. ELLIOTT, City Attorney

BY:

Chene

Deputy City Attorney

EXHIBIT A
PROPOSAL SUBMISSION AND REQUIREMENTS

A. PROPOSAL SUBMISSION

1. Timely Proposal Submittal. Proposals must be submitted as described herein to the Purchasing & Contracting Department (P&C).

1.1 Reserved.

1.2 Paper Proposals. The City will accept paper proposals in lieu of eProposals. Paper proposals must be submitted in a sealed envelope to the Purchasing & Contracting Department (P&C) located at 1200 Third Avenue, Suite 200, San Diego, CA 92101. The Solicitation Number and Closing Date must be referenced in the lower left-hand corner of the outside of the envelope. Faxed proposals will not be accepted.

1.3 Proposal Due Date. Proposals must be submitted prior to the Closing Date indicated on the eBidding System. E-mailed and/or faxed proposals will not be accepted.

1.4 Pre-Proposal Conference. No pre-proposal conference will be held for RFP.

1.4.1 Reserved.

1.5 Questions and Comments. Written questions and comments must be submitted electronically via the eBidding System no later than the date specified on the eBidding System. Only written communications relative to the procurement shall be considered. The City's eBidding System is the only acceptable method for submission of questions. All questions will be answered in writing. The City will distribute questions and answers without identification of the inquirer(s) to all proposers who are on record as having received this RFP, via its eBidding System. No oral communications can be relied upon for this RFP. Addenda will be issued addressing questions or comments that are determined by the City to cause a change to any part of this RFP.

1.6 Contact with City Staff. Unless otherwise authorized herein, proposers who are considering submitting a proposal in response to this RFP, or who submit a proposal in response to this RFP, are prohibited from communicating with City staff about this RFP from the date this RFP is issued until a contract is awarded.

2. Proposal Format and Organization. Unless electronically submitted, all proposals should be securely bound and must include the following completed and executed forms and information presented in the manner indicated below:

Tab A - Submission of Information and Forms.

2.1 Completed and signed Contract Signature Page. If any addenda are issued, the latest Addendum Contract Signature Page is required.

2.1 Exceptions requested by proposer, if any. The proposer must present written factual or legal justification for any exception requested to the Scope of Work, the Contract, or the Exhibits thereto. Any exceptions to the Contract that have not been accepted by the City in writing are deemed rejected. The City, in its sole discretion, may accept some

or all of proposer's exceptions, reject proposer's exceptions, and deem the proposal non-responsive, or award the Contract without proposer's proposed exceptions. The City will not consider exceptions addressed elsewhere in the proposal.

2.2 The Contractor Standards Pledge of Compliance Form.

2.3 Equal Opportunity Contracting forms including the Work Force Report and Contractors Certification of Pending Actions.

2.4 Reserved.

2.5 Reserved.

2.6 Additional Information as required in Exhibit B.

2.7 Reserved.

Tab B - Executive Summary and Responses to Specifications.

2.8 A title page.

2.9 A table of contents.

2.10 An executive summary, limited to one typewritten page, that provides a high-level description of the proposer's ability to meet the requirements of the RFP and the reasons the proposer believes itself to be best qualified to provide the identified services.

2.11 Proposer's response to the RFP.

Tab C - Cost/Price Proposal (if applicable). Proposers shall submit a cost proposal in the form and format described herein. Failure to provide cost(s) in the form and format requested may result in proposal being declared non-responsive and rejected.

3. Proposal Review. Proposers are responsible for carefully examining the RFP, the Specifications, this Contract, and all documents incorporated into the Contract by reference before submitting a proposal. If selected for award of contract, proposer shall be bound by same unless the City has accepted proposer's exceptions, if any, in writing.

4. Addenda. The City may issue addenda to this RFP as necessary. All addenda are incorporated into the Contract. The proposer is responsible for determining whether addenda were issued prior to a proposal submission. Failure to respond to or properly address addenda may result in rejection of a proposal.

5. Quantities. The estimated quantities provided by the City are not guaranteed. These quantities are listed for informational purposes only. Quantities vary depending on the demands of the City. Any variations from the estimated quantities shall not entitle the proposer to an adjustment in the unit price or any additional compensation.

6. Quality. Unless otherwise required, all goods furnished shall be new and the best of their kind.

6.1 Items Offered. Proposer shall state the applicable trade name, brand, catalog, manufacturer, and/or product number of the required good, if any, in the proposal.

6.2 Brand Names. Any reference to a specific brand name in a solicitation is illustrative only and describes a component best meeting the specific operational, design, performance, maintenance, quality, or reliability standards and requirements of the City. Proposer may offer an equivalent or equal in response to a brand name referenced (Proposed Equivalent). The City may consider the Proposed Equivalent after it is subjected to testing and evaluation which must be completed prior to the award of contract. If the proposer offers an item of a manufacturer or vendor other than that specified, the proposer must identify the maker, brand, quality, manufacturer number, product number, catalog number, or other trade designation. The City has complete discretion in determining if a Proposed Equivalent will satisfy its requirements. It is the proposer's responsibility to provide, at their expense, any product information, test data, or other information or documents the City requests to properly evaluate or demonstrate the acceptability of the Proposed Equivalent, including independent testing, evaluation at qualified test facilities, or destructive testing.

7. Modifications, Withdrawals, or Mistakes. Proposer is responsible for verifying all prices and extensions before submitting a proposal.

7.1 Modification or Withdrawal of Proposal Before Proposal Opening. Prior to the Closing Date, the proposer or proposer's authorized representative may modify or withdraw the proposal by providing written notice of the proposal modification or withdrawal to the City Contact via the eBidding System. E-mail or telephonic withdrawals or modifications are not permissible.

7.2 Proposal Modification or Withdrawal of Proposal After Proposal Opening. Any proposer who seeks to modify or withdraw a proposal because of the proposer's inadvertent computational error affecting the proposal price shall notify the City Contact identified on the eBidding System no later than three working days following the Closing Date. The proposer shall provide worksheets and such other information as may be required by the City to substantiate the claim of inadvertent error. Failure to do so may bar relief and allow the City recourse from the bid surety. The burden is upon the proposer to prove the inadvertent error. If, as a result of a proposal modification, the proposer is no longer the apparent successful proposer, the City will award to the newly established apparent successful proposer. The City's decision is final.

8. Incurred Expenses. The City is not responsible for any expenses incurred by proposers in participating in this solicitation process.

9. Public Records. By submitting a proposal, the proposer acknowledges that any information submitted in response to this RFP is a public record subject to disclosure unless the City determines that a specific exemption in the California Public Records Act (CPRA) applies. If the proposer submits information clearly marked confidential or proprietary, the City may protect such information and treat it with confidentiality to the extent permitted by law. However, it will be the responsibility of the proposer to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the CPRA should the City choose to withhold such information. General references to sections of the CPRA will not suffice. Rather, the proposer must provide a specific and detailed legal basis, including applicable case law, that clearly establishes the requested information is exempt from the disclosure under the CPRA. If the proposer does not provide a specific and

detailed legal basis for requesting the City to withhold proposer's confidential or proprietary information at the time of proposal submittal, City will release the information as required by the CPRA and proposer will hold the City, its elected officials, officers, and employees harmless for release of this information. It will be the proposer's obligation to defend, at proposer's expense, any legal actions or challenges seeking to obtain from the City any information requested under the CPRA withheld by the City at the proposer's request. Furthermore, the proposer shall indemnify and hold harmless the City, its elected officials, officers, and employees from and against any claim or liability, and defend any action brought against the City, resulting from the City's refusal to release information requested under the CPRA which was withheld at proposer's request. Nothing in the Contract resulting from this proposal creates any obligation on the part of the City to notify the proposer or obtain the proposer's approval or consent before releasing information subject to disclosure under the CPRA.

10. Right to Audit. The City Auditor may access proposer's records as described in San Diego Charter section 39.2 to confirm contract compliance.

B. PRICING

1. Fixed Price. All prices shall be firm, fixed, fully burdened, FOB destination, and include any applicable delivery or freight charges, and any other costs required to provide the requirements as specified in this RFP. The lowest total estimated contract price of all the proposals that meet the requirements of this RFP will receive the maximum assigned points to this category as set forth in this RFP. The other price schedules will be scored based on how much higher their total estimated contract prices compare with the lowest:

$$\left(1 - \frac{(\text{contract price} - \text{lowest price})}{\text{lowest price}}\right) \times \text{maximum points} = \text{points received}$$

For example, if the lowest total estimated contract price of all proposals is \$100, that proposal would receive the maximum allowable points for the price category. If the total estimated contract price of another proposal is \$105 and the maximum allowable points is 60 points, then that proposal would receive $(1 - ((105 - 100) / 100)) \times 60 = 57$ points, or 95% of the maximum points. The lowest score a proposal can receive for this category is zero points (the score cannot be a negative number). The City will perform this calculation for each Proposal.

2. Taxes and Fees. Taxes and applicable local, state, and federal regulatory fees should not be included in the price proposal. Applicable taxes and regulatory fees will be added to the net amount invoiced. The City is liable for state, city, and county sales taxes but is exempt from Federal Excise Tax and will furnish exemption certificates upon request. All or any portion of the City sales tax returned to the City will be considered in the evaluation of proposals.

3. Escalation. An escalation factor is not allowed unless called for in this RFP. If escalation is allowed, proposer must notify the City in writing in the event of a decline in market price(s) below the proposal price. At that time, the City will make an adjustment in the Contract or may elect to re-solicit.

4. Unit Price. Unless the proposer clearly indicates that the price is based on consideration of being awarded the entire lot and that an adjustment to the price was made

based on receiving the entire proposal, any difference between the unit price correctly extended and the total price shown for all items shall be offered shall be resolved in favor of the unit price.

C. EVALUATION OF PROPOSALS

1. Award. The City shall evaluate each responsive proposal to determine which proposal offers the City the best value consistent with the evaluation criteria set forth herein. The proposer offering the lowest overall price will not necessarily be awarded a contract.

2. Sustainable Materials. Consistent with Council Policy 100-14, the City encourages use of readily recyclable submittal materials that contain post-consumer recycled content.

3. Evaluation Process.

3.1 Process for Award. A City-designated evaluation committee (Evaluation Committee) will evaluate and score all responsive proposals. The Evaluation Committee may require proposer to provide additional written or oral information to clarify responses. Upon completion of the evaluation process, the Evaluation Committee will recommend to the Purchasing Agent that award be made to the proposer with the highest scoring proposal.

3.2 Reserved.

3.3 Reserved.

3.4 Discussions/Negotiations. The City has the right to accept the proposal that serves the best interest of the City, as submitted, without discussion or negotiation. Contractors should, therefore, not rely on having a chance to discuss, negotiate, and adjust their proposals. The City may negotiate the terms of a contract with the winning proposer based on the RFP and the proposer's proposal, or award the contract without further negotiation.

3.5 Inspection. The City reserves the right to inspect the proposer's equipment and facilities to determine if the proposer is capable of fulfilling this Contract. Inspection will include, but not limited to, survey of proposer's physical assets and financial capability. Proposer, by signing the proposal agrees to the City's right of access to physical assets and financial records for the sole purpose of determining proposer's capability to perform the Contract. Should the City conduct this inspection, the City reserves the right to disqualify a proposer who does not, in the City's judgment, exhibit the sufficient physical and financial resources to perform this Contract.

3.6 Evaluation Criteria. The following elements represent the evaluation criteria that will be considered during the evaluation process:

MAXIMUM
EVALUATION
POINTS

A. Responsiveness to the RFP.

1. Requested information included and thoroughness of response
2. Understanding of the project and ability to deliver as exhibited in the Executive Summary

15

	MAXIMUM EVALUATION POINTS
3. Technical Aspects	
B. Staffing Plan.	25
1. Qualifications of personnel adequate for requirement	
2. Availability/Geographical location of personnel for required tasks	
3. Clearly defined Roles/Responsibilities of personnel	
4. Resumes	
C. Firm's Capability to provide the services and expertise and Past Performance.	50
1. Relevant experience of the Firm and subcontractors	
2. Previous relationship of firm and subcontractors on similar projects	
3. Other pertinent experience	
4. Location in the general geographical area of the project and knowledge of the locality of the Project	
5. Past/Prior Performance	
6. Capacity/Capability to meet The City of San Diego needs in a timely manner	
7. Reference checks	
D. Price.	10
SUB TOTAL MAXIMUM EVALUATION POINTS:	100
E. Participation by Small Local Business Enterprise (SLBE) or Emerging Local Business Enterprise (ELBE) Firms*	12
FINAL MAXIMUM EVALUATION POINTS INCLUDING SLBE/ELBE:	112

*The City shall apply a maximum of an additional 12 percentage points to the proposer's final score for SLBE OR ELBE participation. Refer to Equal Opportunity Contracting Form, Section V.

D. ANNOUNCEMENT OF AWARD

1. Award of Contract. The City will inform all proposers of its intent to award a Contract in writing.

2. Obtaining Proposal Results. No solicitation results can be obtained until the City announces the proposal or proposals best meeting the City's requirements. Proposal results may be obtained by: (1) e-mailing a request to the City Contact identified on the eBidding System or (2) visiting the P&C eBidding System to review the proposal results. To ensure an accurate response, requests should reference the Solicitation Number. Proposal results will not be released over the phone.

3. Multiple Awards. City may award more than one contract by awarding separate items or groups of items to various proposers. Awards will be made for items, or combinations of items, which result in the lowest aggregate price and/or best meet the City's requirements. The additional administrative costs associated with awarding more than one Contract will be considered in the determination.

E. PROTESTS. The City's protest procedures are codified in Chapter 2, Article 2, Division 30 of the San Diego Municipal Code (SDMC). These procedures provide unsuccessful proposers with the opportunity to challenge the City's determination on legal and factual grounds. The City will not consider or otherwise act upon an untimely protest.

F. SUBMITTALS REQUIRED UPON NOTICE TO PROCEED. The successful proposer is required to submit the following documents to P&C **within ten (10) business days** from the date on the Notice to Proceed letter:

1. Insurance Documents. Evidence of all required insurance, including all required endorsements, as specified in Article VII of the General Contract Terms and Provisions.

2. Taxpayer Identification Number. Internal Revenue Service (IRS) regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide goods or services to the City. This information is necessary to complete Form 1099 at the end of each tax year. To comply with IRS regulations, the City requires each Contractor to provide a Form W-9 prior to the award of a Contract.

3. Business Tax Certificate. Unless the City Treasurer determines a business is exempt, all businesses that contract with the City must have a current business tax certificate.

4. Reserved.

5. Reserved.

The City may find the proposer to be non-responsive and award the Contract to the next highest scoring responsible and responsive proposer if the apparent successful proposer fails to timely provide the required information or documents.

EXHIBIT B SCOPE OF WORK

A. OVERVIEW

The City of San Diego, Public Utilities Department (“City”), is seeking a Consultant to develop City policies and procedures needed to standardize the water and wastewater utility customer account operations.

B. ACTIVITIES AND METHODOLOGY – DELIVERABLES

Consultant shall provide services related to the following activities and shall provide the following deliverables grouped into three (3) phases.

Phase 1: Project Kick-Off/Document Reviews (2 weeks)

This phase is focused on mobilizing the project, reviewing existing documentation, and planning the Phase 2 workshops.

1. Activities are comprised of:
 - a) Conduct project kick-off meeting with all stakeholders
 - b) Review existing PUD billing policies and standard operation procedures (SOP)
 - c) Organize the in-scope policies and SOPs into logical groupings based on impacted personnel, processes, systems and priority for completion
 - d) Finalize policy and SOP template/format
 - e) Schedule the first wave of policy/SOP workshops with PUD personnel
2. Deliverables are comprised of:
 - a) Logical Grouping of Policies/SOPs (MS Excel)
 - b) Policy and SOP Template (MS Word)
 - c) Workshop Schedule (MS Excel)

Phase 2: Billing Policy and SOP Development/Review/Approval (22 weeks)

This phase is focused on conducting cross-functional workshops to develop the required billing policies/SOPs while applying industry best practices and PUD-specific rules, requirements and constraints. All policies/SOPs will be reviewed by the project team and then approved by the requisite level of PUD management. This phase will also include an extra focus on SB 998, which requires a written policy on water disconnection for residential customers which took effect in February 1, 2020.

1. Activities are comprised of the following:
 - a) Conduct workshops to develop initial drafts of policies/SOPs
 - o Review existing PUD policy manual in advance of the meeting

- o Identify relevant industry best practices to be applied during each workshop
 - o Facilitate the group discussion to understand current pain points, improvement opportunities, risk areas, customer service enhancements, system constraints, etc.
- b) Develop an initial draft of each policy/SOP and obtain feedback from workshop attendees
- c) Define implementation plan for residential non-pay disconnect portion of policies/SOPs, including:
- o Multi-language availability of the policy
 - o Policy publication on PUD website
 - o Service disconnect & restoration thresholds and exceptions
 - o Income level verification
 - o Multi-family notification processes
 - o Annual reporting
- d) Incorporate feedback and present to PUD management for review and approval
2. Deliverables are comprised of:
- a) **Group A:** Creating the implementation plan for SB 998
- b) **Group B:** Policy Manual Review and Update
- o Definitions and Account Maintenance (Sections 1-8)
 - o Deferred Payments and Adjustments (Sections 9-10)
 - o Billing, Fees/Deposits and Refunds (Sections 11-14)

Policy Name (all policies require a SOP)
1. Temporary service billing (hydrants, construction meters)
2. New business account set-up, including collecting deposits
3. Closing/terminating service on an account, including final bills and refunding deposits
4. Back-billing accounts and adjustments, including leaks and failed meter tests (identifying varying levels of authority to make billing adjustments based on classifications)
5. Billing multi-premises accounts (also known as master billing or consolidated billing)
6. Estimating bills
7. Billing vacant and zero usage accounts
8. Theft of service and no meter access
9. Non-pay disconnects, including heat/cold/critical service
10. Collecting on past-due bills and reconnecting service, including payment arrangements
11. Liens & bankruptcy
12. Billing escalations
13. Damaged infrastructure (customer-caused)
14. Processing high bills & exceptions

- c) **Group C:** Additional items not currently covered in the Policy Manual (Sections 1-12)

Policy Name for Items Not Currently Covered (all policies require a SOP)
1. Base fees avoidance – gap in service
2. AMI opt-out process
3. Winter monitoring adjustments due to property leaks
4. Return item fees on account not found
5. Creating billing calendar
6. Billing water-only accounts
7. Billing sewer-only accounts
8. Billing fire protection
9. Processing sewer allowance credits including winter monitoring leak adjustments
10. Processing meter exchanges
11. Running batch jobs
12. Credit card processing

If any other policies in the 2014 PUD billing manual require additional clarification, the amount of effort required shall be determined by PUD and the Consultant project team members.

If the level of effort is 30 hours or less, the work shall be executed as part of this contract at no additional cost to the City.

If the level of effort is over 30 hours, a change order shall be executed for the additional scope.

Phase 3: Project Close-Out (2 weeks)

The focus of this phase is completing the knowledge transfer process with PUD staff/management, making any final edits to the policies/SOPs and handing over hard and soft copies of the final billing manual document.

1. Activities are comprised of:
 - a) Incorporate any final edits to policies and SOPs
 - b) Based on the scheduling needs of the City, the Consultant shall conduct approximately 2-3, in-person knowledge transfer sessions (training) with PUD supervisors, managers, and/or trainers who will be responsible for training end-users to cover all policies and procedures created
 - o These sessions should include the revision of written policies and procedures if needed to ensure effective and clear communication.
2. Deliverables are comprised of:
 - a) Revised policies/SOPs (as required, based on updates requested from PUD staff)
 - b) Train-the-Trainer materials (MS PowerPoint & final manual)

C. TIMELINE

The services pursuant to this Contract are estimated to be performed over an elapsed period of approximately twenty-six (26) weeks from the Effective Date, as outlined in the below schedule.

		Month 1	Month 2	Month 3	Month 4	Month 5	Month 6
Phase 1	Project Mobilization / Kick-Off Document Reviews / Workshop Scheduling	■					
Phase 2A	SB 998 Implementation Plan Development / Support	■	■				
	Group A SOPs/Policies		■				
	Execute Workshops	■	■				
	Draft SOPs/Policies		■	■			
Phase 2B	Review and Finalize SOPs/Policies			■			
	Group B SOPs/Policies						
	Execute Workshops			■	■		
	Draft SOPs/Policies			■	■		
Phase 2C	Review and Finalize SOPs/Policies				■		
	Group C SOPs/Policies						
	Execute Workshops				■	■	
	Draft SOPs/Policies				■	■	
Phase 3	Review and Finalize SOPs/Policies					■	
	Conduct Train-the-Trainer Session(s)						■
	Project Close-Out						■

D. PROJECT TEAM

Consultant shall propose a team to perform the services pursuant to this Contract as part of their proposal. The proposed team shall include the following roles:

- Engagement Lead and QA – Senior Director (part time)
- Project Manager – Senior Manager (part time)
- Project Analyst – Experienced Consultant (full time)

Consultant may provide alternate roles as appropriate for the Proposers organization. Consultant shall submit a resume for each proposed team member and identify the position and level of involvement for each member.

E. ROLES AND RESPONSIBILITIES

1. Consultant Roles and Responsibilities

With respect of all services provided to the Department, Consultant will fulfill the following operational roles and responsibilities:

- Using experience to provide responsible, accurate, and specialized recommendation and information to PUD.
- Coordinate, facilitate, and prepare for workshops.
- Provide additional updates to PUD staff.
- Ensure that deadlines and deliverables are met or inform PUD staff of pending concerns.

2. Department Roles and Responsibilities

- PUD will ensure that executives, management and key personnel (both business and technical), and any other subject matter resources will be reasonably and timely available, as required by the Consultant, for interviews, meetings, and knowledge transfer.
- PUD will ensure that documentation is provided timely.
- PUD will ensure that qualified individuals are made reasonably available as required and perform their assigned tasks and responsibilities in a timely manner.
- PUD will make every effort to forward applicable documentation that can be gathered and sent to the Consultant in advance.
- PUD will provide the Consultant with reliable, accurate and complete information as required.
- PUD will make timely decisions and obtain required management approvals for the Consultant to perform its obligations under the Contract.

F. TRAVEL EXPENSES

The City will provide the following travel expenses for national firms:

- Mileage reimbursement rate will be at current City of San Diego mileage rate (mileage log required).
- Travel expenses for the lowest cost-effective Air Fare, Train, and/or Car Rental, will be reimbursed at actual costs (receipts required).
- Lodging and Per Diem will be reimbursed at actual costs (receipts required) up to the maximum allowance for the San Diego area as published/posted on the U.S. General Services Administration website (<http://www.gsa.gov/portal/category/100120>).

G. TECHNICAL REPRESENTATIVE

The Technical Representative for this Contract is identified in the notice of award and is responsible for overseeing and monitoring this Contract.

H. COMPENSATION/INVOICING (Note: Compensation provided on next page)

Consultant shall provide a total project cost for all services identified herein. Invoicing shall include all project-related costs and be submitted to the City in accordance with the City’s General Contract Terms and Provisions, Article 3.2.2, Service Contracts.

Total Project Cost	\$ _____
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Proposed Project Timeline	_____ weeks
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H. COMPENSATION/INVOICING

Consultant shall provide a total project cost for all services identified herein. Invoicing shall include all project-related costs and be submitted to the City in accordance with the City's General Contract Terms and Provisions, Article 3.2.2, Service Contracts.

Total Project Cost	\$ <u>229,441</u>
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Proposed Project Timeline	<u>26 weeks</u> weeks
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EXHIBIT C



THE CITY OF SAN DIEGO
GENERAL CONTRACT TERMS AND PROVISIONS
APPLICABLE TO GOODS, SERVICES, AND CONSULTANT CONTRACTS

ARTICLE I SCOPE AND TERM OF CONTRACT

1.1 Scope of Contract. The scope of contract between the City and a provider of goods and/or services (Contractor) is described in the Contract Documents. The Contract Documents are comprised of the Request for Proposal, Invitation to Bid, or other solicitation document (Solicitation); the successful bid or proposal; the letter awarding the contract to Contractor; the City's written acceptance of exceptions or clarifications to the Solicitation, if any; and these General Contract Terms and Provisions.

1.2 Effective Date. A contract between the City and Contractor (Contract) is effective on the last date that the contract is signed by the parties and approved by the City Attorney in accordance with Charter section 40. Unless otherwise terminated, this Contract is effective until it is completed or as otherwise agreed upon in writing by the parties, whichever is the earliest. A Contract term cannot exceed five (5) years unless approved by the City Council by ordinance.

1.3 Contract Extension. The City may, in its sole discretion, unilaterally exercise an option to extend the Contract as described in the Contract Documents. In addition, the City may, in its sole discretion, unilaterally extend the Contract on a month-to-month basis following contract expiration if authorized under Charter section 99 and the Contract Documents. Contractor shall not increase its pricing in excess of the percentage increase described in the Contract.

ARTICLE II CONTRACT ADMINISTRATOR

2.1 Contract Administrator. The Purchasing Agent or designee is the Contract Administrator for purposes of this Contract, and has the responsibilities described in this Contract, in the San Diego Charter, and in Chapter 2, Article 2, Divisions 5, 30, and 32.

2.1.1 Contractor Performance Evaluations. The Contract Administrator will evaluate Contractor's performance as often as the Contract Administrator deems necessary throughout the term of the contract. This evaluation will be based on criteria including the quality of goods or services, the timeliness of performance, and adherence to applicable laws, including prevailing wage and living wage. City will provide Contractors who receive an unsatisfactory rating with a copy of the evaluation and an opportunity to respond. City may consider final evaluations, including Contractor's response, in evaluating future proposals and bids for contract award.

2.2 Notices. Unless otherwise specified, in all cases where written notice is required under this Contract, service shall be deemed sufficient if the notice is personally delivered or deposited in the United States mail, with first class postage paid, attention to the Purchasing Agent. Proper notice is effective on the date of personal delivery or five (5) days after deposit in a United States postal mailbox unless provided otherwise in the Contract. Notices to the City shall be sent to:

Purchasing Agent
City of San Diego, Purchasing and Contracting Division
1200 3rd Avenue, Suite 200
San Diego, CA 92101-4195

ARTICLE III COMPENSATION

3.1 Manner of Payment. Contractor will be paid monthly, in arrears, for goods and/or services provided in accordance with the terms and provisions specified in the Contract.

3.2 Invoices.

3.2.1 Invoice Detail. Contractor's invoice must be on Contractor's stationary with Contractor's name, address, and remittance address if different. Contractor's invoice must have a date, an invoice number, a purchase order number, a description of the goods or services provided, and an amount due.

3.2.2 Service Contracts. Contractor must submit invoices for services to City by the 10th of the month following the month in which Contractor provided services. Invoices must include the address of the location where services were performed and the dates in which services were provided.

3.2.3 Goods Contracts. Contractor must submit invoices for goods to City within seven days of the shipment. Invoices must describe the goods provided.

3.2.4 Parts Contracts. Contractor must submit invoices for parts to City within seven calendar (7) days of the date the parts are shipped. Invoices must include the manufacturer of the part, manufacturer's published list price, percentage discount applied in accordance with Pricing Page(s), the net price to City, and an item description, quantity, and extension.

3.2.5 Extraordinary Work. City will not pay Contractor for extraordinary work unless Contractor receives prior written authorization from the Contract Administrator. Failure to do so will result in payment being withheld for services. If approved, Contractor will include an invoice that describes the work performed and the location where the work was performed, and a copy of the Contract Administrator's written authorization.

3.2.6 Reporting Requirements. Contractor must submit the following reports using the City's web-based contract compliance portal. Incomplete and/or delinquent reports may cause payment delays, non-payment of invoice, or both. For questions, please view the City's online tutorials on how to utilize the City's web-based contract compliance portal.

3.2.6.1 Monthly Employment Utilization Reports. Contractor and Contractor's subcontractors and suppliers must submit Monthly Employment Utilization Reports by the fifth (5th) day of the subsequent month.

3.2.6.2 Monthly Invoicing and Payments. Contractor and Contractor's subcontractors and suppliers must submit Monthly Invoicing and Payment Reports by the fifth (5th) day of the subsequent month.

3.3 Annual Appropriation of Funds. Contractor acknowledges that the Contract term may extend over multiple City fiscal years, and that work and compensation under this Contract is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. This Contract may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by City Council.

3.4 Price Adjustments. Based on Contractor's written request and justification, the City may approve an increase in unit prices on Contractor's pricing pages consistent with the amount requested in the justification in an amount not to exceed the increase in the Consumer Price Index, San Diego Area, for All Urban Customers (CPI-U) as published by the Bureau of Labor Statistics, or 5.0%, whichever is less, during the preceding one year term. If the CPI-U is a negative number, then the unit prices shall not be adjusted for that option year (the unit prices will not be decreased). A negative CPI-U shall be counted against any subsequent increases in the CPI-U when calculating the unit prices for later option years. Contractor must provide such written request and justification no less than sixty days before the date in which City may exercise the option to renew the contract, or sixty days before the anniversary date of the Contract. Justification in support of the written request must include a description of the basis for the adjustment, the proposed effective date and reasons for said date, and the amount of the adjustment requested with documentation to support the requested change (e.g. CPI-U or 5.0%, whichever is less). City's approval of this request must be in writing.

ARTICLE IV SUSPENSION AND TERMINATION

4.1 City's Right to Suspend for Convenience. City may suspend all or any portion of Contractor's performance under this Contract at its sole option and for its convenience for a reasonable period of time not to exceed six (6) months. City must first give ten (10) days' written notice to Contractor of such suspension. City will pay to Contractor a sum equivalent to the reasonable value of the goods and/or services satisfactorily provided up to the date of suspension. City may rescind the suspension prior to or at six (6) months by providing Contractor with written notice of the rescission, at which time Contractor would be required to resume performance in compliance with the terms and provisions of this Contract. Contractor will be entitled to an extension of time to complete performance under the Contract equal to the length of the suspension unless otherwise agreed to in writing by the Parties.

4.2 City's Right to Terminate for Convenience. City may, at its sole option and for its convenience, terminate all or any portion of this Contract by giving thirty (30) days' written notice of such termination to Contractor. The termination of the Contract shall be effective upon receipt of the notice by Contractor. After termination of all or any portion of the Contract, Contractor shall: (1) immediately discontinue all affected performance (unless the notice directs otherwise); and (2) complete any and all additional work necessary for the orderly filing of

documents and closing of Contractor's affected performance under the Contract. After filing of documents and completion of performance, Contractor shall deliver to City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Contractor in performing this Contract, whether completed or in process. By accepting payment for completion, filing, and delivering documents as called for in this section, Contractor discharges City of all of City's payment obligations and liabilities under this Contract with regard to the affected performance.

4.3 City's Right to Terminate for Default. Contractor's failure to satisfactorily perform any obligation required by this Contract constitutes a default. Examples of default include a determination by City that Contractor has: (1) failed to deliver goods and/or perform the services of the required quality or within the time specified; (2) failed to perform any of the obligations of this Contract; and (3) failed to make sufficient progress in performance which may jeopardize full performance.

4.3.1 If Contractor fails to satisfactorily cure a default within ten (10) calendar days of receiving written notice from City specifying the nature of the default, City may immediately cancel and/or terminate this Contract, and terminate each and every right of Contractor, and any person claiming any rights by or through Contractor under this Contract.

4.3.2 If City terminates this Contract, in whole or in part, City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, equivalent goods or services and Contractor shall be liable to City for any excess costs. Contractor shall also continue performance to the extent not terminated.

4.4 Termination for Bankruptcy or Assignment for the Benefit of Creditors. If Contractor files a voluntary petition in bankruptcy, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors, the City may at its option and without further notice to, or demand upon Contractor, terminate this Contract, and terminate each and every right of Contractor, and any person claiming rights by and through Contractor under this Contract.

4.5 Contractor's Right to Payment Following Contract Termination.

4.5.1 Termination for Convenience. If the termination is for the convenience of City an equitable adjustment in the Contract price shall be made. No amount shall be allowed for anticipated profit on unperformed services, and no amount shall be paid for an as needed contract beyond the Contract termination date.

4.5.2 Termination for Default. If, after City gives notice of termination for failure to fulfill Contract obligations to Contractor, it is determined that Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of City. In such event, adjustment in the Contract price shall be made as provided in Section 4.3.2. City's rights and remedies are in addition to any other rights and remedies provided by law or under this Contract.

4.6 Remedies Cumulative. City's remedies are cumulative and are not intended to be exclusive of any other remedies or means of redress to which City may be lawfully entitled in case of any breach or threatened breach of any provision of this Contract.

ARTICLE V ADDITIONAL CONTRACTOR OBLIGATIONS

5.1 Inspection and Acceptance. The City will inspect and accept goods provided under this Contract at the shipment destination unless specified otherwise. Inspection will be made and acceptance will be determined by the City department shown in the shipping address of the Purchase Order or other duly authorized representative of City.

5.2 Responsibility for Lost or Damaged Shipments. Contractor bears the risk of loss or damage to goods prior to the time of their receipt and acceptance by City. City has no obligation to accept damaged shipments and reserves the right to return damaged goods, at Contractor's sole expense, even if the damage was not apparent or discovered until after receipt.

5.3 Responsibility for Damages. Contractor is responsible for all damage that occurs as a result of Contractor's fault or negligence or that of its' employees, agents, or representatives in connection with the performance of this Contract. Contractor shall immediately report any such damage to people and/or property to the Contract Administrator.

5.4 Delivery. Delivery shall be made on the delivery day specified in the Contract Documents. The City, in its sole discretion, may extend the time for delivery. The City may order, in writing, the suspension, delay or interruption of delivery of goods and/or services.

5.5 Delay. Unless otherwise specified herein, time is of the essence for each and every provision of the Contract. Contractor must immediately notify City in writing if there is, or it is anticipated that there will be, a delay in performance. The written notice must explain the cause for the delay and provide a reasonable estimate of the length of the delay. City may terminate this Contract as provided herein if City, in its sole discretion, determines the delay is material.

5.5.1 If a delay in performance is caused by any unforeseen event(s) beyond the control of the parties, City may allow Contractor to a reasonable extension of time to complete performance, but Contractor will not be entitled to damages or additional compensation. Any such extension of time must be approved in writing by City. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the performance; inability to obtain materials, equipment or labor; or other specific reasons agreed to between City and Contractor. This provision does not apply to a delay caused by Contractor's acts or omissions. Contractor is not entitled to an extension of time to perform if a delay is caused by Contractor's inability to obtain materials, equipment, or labor unless City has received, in a timely manner, documentary proof satisfactory to City of Contractor's inability to obtain materials, equipment, or labor, in which case City's approval must be in writing.

5.6 Restrictions and Regulations Requiring Contract Modification. Contractor shall immediately notify City in writing of any regulations or restrictions that may or will require Contractor to alter the material, quality, workmanship, or performance of the goods and/or services to be provided. City reserves the right to accept any such alteration, including any resulting reasonable price adjustments, or to cancel the Contract at no expense to the City.

5.7 Warranties. All goods and/or services provided under the Contract must be warranted by Contractor or manufacturer for at least twelve (12) months after acceptance by City, except automotive equipment. Automotive equipment must be warranted for a minimum of 12,000 miles or 12 months, whichever occurs first, unless otherwise stated in the Contract. Contractor is responsible to City for all warranty service, parts, and labor. Contractor is required to ensure that warranty work is performed at a facility acceptable to City and that services, parts, and labor are available and provided to meet City's schedules and deadlines. Contractor may establish a warranty service contract with an agency satisfactory to City instead of performing the warranty service itself. If Contractor is not an authorized service center and causes any damage to equipment being serviced, which results in the existing warranty being voided, Contractor will be liable for all costs of repairs to the equipment, or the costs of replacing the equipment with new equipment that meets City's operational needs.

5.8 Industry Standards. Contractor shall provide goods and/or services acceptable to City in strict conformance with the Contract. Contractor shall also provide goods and/or services in accordance with the standards customarily adhered to by an experienced and competent provider of the goods and/or services called for under this Contract using the degree of care and skill ordinarily exercised by reputable providers of such goods and/or services. Where approval by City, the Mayor, or other representative of City is required, it is understood to be general approval only and does not relieve Contractor of responsibility for complying with all applicable laws, codes, policies, regulations, and good business practices.

5.9 Records Retention and Examination. Contractor shall retain, protect, and maintain in an accessible location all records and documents, including paper, electronic, and computer records, relating to this Contract for five (5) years after receipt of final payment by City under this Contract. Contractor shall make all such records and documents available for inspection, copying, or other reproduction, and auditing by authorized representatives of City, including the Purchasing Agent or designee. Contractor shall make available all requested data and records at reasonable locations within City or County of San Diego at any time during normal business hours, and as often as City deems necessary. If records are not made available within the City or County of San Diego, Contractor shall pay City's travel costs to the location where the records are maintained and shall pay for all related travel expenses. Failure to make requested records available for inspection, copying, or other reproduction, or auditing by the date requested may result in termination of the Contract. Contractor must include this provision in all subcontracts made in connection with this Contract.

5.9.1 Contractor shall maintain records of all subcontracts entered into with all firms, all project invoices received from Subcontractors and Suppliers, all purchases of materials and services from Suppliers, and all joint venture participation. Records shall show name, telephone number including area code, and business address of each Subcontractor and Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

5.10 Quality Assurance Meetings. Upon City's request, Contractor shall schedule one or more quality assurance meetings with City's Contract Administrator to discuss Contractor's performance. If requested, Contractor shall schedule the first quality assurance meeting no later than eight (8) weeks from the date of commencement of work under the Contract. At the quality assurance meeting(s), City's Contract Administrator will provide Contractor with feedback, will note any deficiencies in Contract performance, and provide Contractor with an opportunity to address and correct such deficiencies. The total number of quality assurance meetings that may be required by City will depend upon Contractor's performance.

5.11 Duty to Cooperate with Auditor. The City Auditor may, in his sole discretion, at no cost to the City, and for purposes of performing his responsibilities under Charter section 39.2, review Contractor's records to confirm contract compliance. Contractor shall make reasonable efforts to cooperate with Auditor's requests.

5.12 Safety Data Sheets. If specified by City in the solicitation or otherwise required by this Contract, Contractor must send with each shipment one (1) copy of the Safety Data Sheet (SDS) for each item shipped. Failure to comply with this procedure will be cause for immediate termination of the Contract for violation of safety procedures.

5.13 Project Personnel. Except as formally approved by the City, the key personnel identified in Contractor's bid or proposal shall be the individuals who will actually complete the work. Changes in staffing must be reported in writing and approved by the City.

5.13.1 Criminal Background Certification. Contractor certifies that all employees working on this Contract have had a criminal background check and that said employees are clear of any sexual and drug related convictions. Contractor further certifies that all employees hired by Contractor or a subcontractor shall be free from any felony convictions.

5.13.2 Photo Identification Badge. Contractor shall provide a company photo identification badge to any individual assigned by Contractor or subcontractor to perform services or deliver goods on City premises. Such badge must be worn at all times while on City premises. City reserves the right to require Contractor to pay fingerprinting fees for personnel assigned to work in sensitive areas. All employees shall turn in their photo identification badges to Contractor upon completion of services and prior to final payment of invoice.

5.14 Standards of Conduct. Contractor is responsible for maintaining standards of employee competence, conduct, courtesy, appearance, honesty, and integrity satisfactory to the City.

5.14.1 Supervision. Contractor shall provide adequate and competent supervision at all times during the Contract term. Contractor shall be readily available to meet with the City. Contractor shall provide the telephone numbers where its representative(s) can be reached.

5.14.2 City Premises. Contractor's employees and agents shall comply with all City rules and regulations while on City premises.

5.14.3 Removal of Employees. City may request Contractor immediately remove from assignment to the City any employee found unfit to perform duties at the City. Contractor shall comply with all such requests.

5.15 Licenses and Permits. Contractor shall, without additional expense to the City, be responsible for obtaining any necessary licenses, permits, certifications, accreditations, fees and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to Contract performance. This includes, but is not limited to, any laws or regulations requiring the use of licensed contractors to perform parts of the work.

5.16 Contractor and Subcontractor Registration Requirements. Prior to the award of the Contract or Task Order, Contractor and Contractor's subcontractors and suppliers must register with the City's web-based vendor registration and bid management system. The City may not award the Contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified by the City, the City reserves the right to rescind the Contract award and to make the award to the next responsive and responsible proposer of bidder.

ARTICLE VI INTELLECTUAL PROPERTY RIGHTS

6.1 Rights in Data. If, in connection with the services performed under this Contract, Contractor or its employees, agents, or subcontractors, create artwork, audio recordings, blueprints, designs, diagrams, documentation, photographs, plans, reports, software, source code, specifications, surveys, system designs, video recordings, or any other original works of authorship, whether written or readable by machine (Deliverable Materials), all rights of Contractor or its subcontractors in the Deliverable Materials, including, but not limited to publication, and registration of copyrights, and trademarks in the Deliverable Materials, are the sole property of City. Contractor, including its employees, agents, and subcontractors, may not use any Deliverable Material for purposes unrelated to Contractor's work on behalf of the City without prior written consent of City. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City, without the prior written consent of the City.

6.2 Intellectual Property Rights Assignment. For no additional compensation, Contractor hereby assigns to City all of Contractor's rights, title, and interest in and to the content of the Deliverable Materials created by Contractor or its employees, agents, or subcontractors, including copyrights, in connection with the services performed under this Contract. Contractor

shall promptly execute and deliver, and shall cause its employees, agents, and subcontractors to promptly execute and deliver, upon request by the City or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the City, its successors and assigns, all right, title and interest in and to the content of the Deliverable Materials. Contractor also shall cooperate and assist in the prosecution of any action or opposition proceeding involving such intellectual property rights and any adjudication of those rights.

6.3 Contractor Works. Contractor Works means tangible and intangible information and material that: (a) had already been conceived, invented, created, developed or acquired by Contractor prior to the effective date of this Contract; or (b) were conceived, invented, created, or developed by Contractor after the effective date of this Contract, but only to the extent such information and material do not constitute part or all of the Deliverable Materials called for in this Contract. All Contractor Works, and all modifications or derivatives of such Contractor Works, including all intellectual property rights in or pertaining to the same, shall be owned solely and exclusively by Contractor.

6.4 Subcontracting. In the event that Contractor utilizes a subcontractor(s) for any portion of the work that comprises the whole or part of the specified Deliverable Materials to the City, the agreement between Contractor and the subcontractor shall include a statement that identifies the Deliverable Materials as a “works for hire” as described in the United States Copyright Act of 1976, as amended, and that all intellectual property rights in the Deliverable Materials, whether arising in copyright, trademark, service mark or other forms of intellectual property rights, belong to and shall vest solely with the City. Further, the agreement between Contractor and its subcontractor shall require that the subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to City, all titles, rights and interests in and to the Deliverable Materials, including all copyrights, trademarks and other intellectual property rights. City shall have the right to review any such agreement for compliance with this provision.

6.5 Intellectual Property Warranty and Indemnification. Contractor represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this Contract are either original, or not encumbered, and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If Deliverable Materials provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Contractor to produce, at Contractor’s own expense, new non-infringing materials, deliverables or works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Contractor further agrees to indemnify, defend, and hold harmless the City, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages, of any type, alleging or threatening that any Deliverable Materials, supplies, equipment, services or works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claim of Infringement). If a Third Party Claim

of Infringement is threatened or made before Contractor receives payment under this Contract, City shall be entitled, upon written notice to Contractor, to withhold some or all of such payment.

6.6 Software Licensing. Contractor represents and warrants that the software, if any, as delivered to City, does not contain any program code, virus, worm, trap door, back door, time or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically, upon the occurrence of licensor-selected conditions or manually on command. Contractor further represents and warrants that all third party software, delivered to City or used by Contractor in the performance of the Contract, is fully licensed by the appropriate licensor.

6.7 Publication. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City without prior written consent from the City.

6.8 Royalties, Licenses, and Patents. Unless otherwise specified, Contractor shall pay all royalties, license, and patent fees associated with the goods that are the subject of this solicitation. Contractor warrants that the goods, materials, supplies, and equipment to be supplied do not infringe upon any patent, trademark, or copyright, and further agrees to defend any and all suits, actions and claims for infringement that are brought against the City, and to defend, indemnify and hold harmless the City, its elected officials, officers, and employees from all liability, loss and damages, whether general, exemplary or punitive, suffered as a result of any actual or claimed infringement asserted against the City, Contractor, or those furnishing goods, materials, supplies, or equipment to Contractor under the Contract.

ARTICLE VII INDEMNIFICATION AND INSURANCE

7.1 Indemnification. To the fullest extent permitted by law, Contractor shall defend (with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City and its elected officials, officers, employees, agents, and representatives (Indemnified Parties) from and against any and all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Contractor or its subcontractors), expense, and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, and litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any goods provided or performance of services under this Contract by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or anyone that either of them control. Contractor's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or willful misconduct of the Indemnified Parties.

7.2 Insurance. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or

in connection with the performance of the work hereunder and the results of that work by Contractor, his agents, representatives, employees or subcontractors.

Contractor shall provide, at a minimum, the following:

7.2.1 Commercial General Liability. Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

7.2.2 Commercial Automobile Liability. Insurance Services Office Form Number CA 0001 covering Code 1 (any auto) or, if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

7.2.3 Workers' Compensation. Insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

7.2.4 Professional Liability (Errors and Omissions). For consultant contracts, insurance appropriate to Consultant’s profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

7.2.5 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

7.2.5.1 Additional Insured Status. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

7.2.5.2 Primary Coverage. For any claims related to this contract, Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

7.2.5.3 Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to City.

7.2.5.4 Waiver of Subrogation. Contractor hereby grants to City a waiver of any right to subrogation which the Workers' Compensation insurer of said Contractor may acquire against City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

7.2.5.5 Claims Made Policies (applicable only to professional liability). The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

7.3 Self Insured Retentions. Self-insured retentions must be declared to and approved by City. City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

7.4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VI, unless otherwise acceptable to City.

City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Approved Surplus Lines Insurers (LASLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

7.5 Verification of Coverage. Contractor shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

7.6 Special Risks or Circumstances. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

7.7 Additional Insurance. Contractor may obtain additional insurance not required by this Contract.

7.8 Excess Insurance. All policies providing excess coverage to City shall follow the form of the primary policy or policies including but not limited to all endorsements.

7.9 Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as the CG 20 38 04 13 endorsement.

ARTICLE VIII BONDS

8.1 Payment and Performance Bond. Prior to the execution of this Contract, City may require Contractor to post a payment and performance bond (Bond). The Bond shall guarantee Contractor's faithful performance of this Contract and assure payment to contractors, subcontractors, and to persons furnishing goods and/or services under this Contract.

8.1.1 Bond Amount. The Bond shall be in a sum equal to twenty-five percent (25%) of the Contract amount, unless otherwise stated in the Specifications. City may file a claim against the Bond if Contractor fails or refuses to fulfill the terms and provisions of the Contract.

8.1.2 Bond Term. The Bond shall remain in full force and effect at least until complete performance of this Contract and payment of all claims for materials and labor, at which time it will convert to a ten percent (10%) warranty bond, which shall remain in place until the end of the warranty periods set forth in this Contract. The Bond shall be renewed annually, at least sixty (60) days in advance of its expiration, and Contractor shall provide timely proof of annual renewal to City.

8.1.3 Bond Surety. The Bond must be furnished by a company authorized by the State of California Department of Insurance to transact surety business in the State of California and which has a current A.M. Best rating of at least "A-, VIII."

8.1.4 Non-Renewal or Cancellation. The Bond must provide that City and Contractor shall be provided with sixty (60) days' advance written notice in the event of non-renewal, cancellation, or material change to its terms. In the event of non-renewal, cancellation, or material change to the Bond terms, Contractor shall provide City with evidence of the new source of surety within twenty-one (21) calendar days after the date of the notice of non-renewal, cancellation, or material change. Failure to maintain the Bond, as required herein, in full force

and effect as required under this Contract, will be a material breach of the Contract subject to termination of the Contract.

8.2 Alternate Security. City may, at its sole discretion, accept alternate security in the form of an endorsed certificate of deposit, a money order, a certified check drawn on a solvent bank, or other security acceptable to the Purchasing Agent in an amount equal to the required Bond.

ARTICLE IX CITY-MANDATED CLAUSES AND REQUIREMENTS

9.1 Contractor Certification of Compliance. By signing this Contract, Contractor certifies that Contractor is aware of, and will comply with, these City-mandated clauses throughout the duration of the Contract.

9.1.1 Drug-Free Workplace Certification. Contractor shall comply with City's Drug-Free Workplace requirements set forth in Council Policy 100-17, which is incorporated into the Contract by this reference.

9.1.2 Contractor Certification for Americans with Disabilities Act (ADA) and State Access Laws and Regulations: Contractor shall comply with all accessibility requirements under the ADA and under Title 24 of the California Code of Regulations (Title 24). When a conflict exists between the ADA and Title 24, Contractor shall comply with the most restrictive requirement (i.e., that which provides the most access). Contractor also shall comply with the City's ADA Compliance/City Contractors requirements as set forth in Council Policy 100-04, which is incorporated into this Contract by reference. Contractor warrants and certifies compliance with all federal and state access laws and regulations and further certifies that any subcontract agreement for this contract contains language which indicates the subcontractor's agreement to abide by the provisions of the City's Council Policy and any applicable access laws and regulations.

9.1.3 Non-Discrimination Requirements.

9.1.3.1 Compliance with City's Equal Opportunity Contracting Program (EOCP). Contractor shall comply with City's EOCP Requirements. Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractors shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Prime Contractor liable for any discriminatory practice of its subcontractors.

9.1.3.2 Non-Discrimination Ordinance. Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result

in Contract termination, debarment, or other sanctions. Contractor shall ensure that this language is included in contracts between Contractor and any subcontractors, vendors and suppliers.

9.1.3.3 Compliance Investigations. Upon City's request, Contractor agrees to provide to City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.4 Equal Benefits Ordinance Certification. Unless an exception applies, Contractor shall comply with the Equal Benefits Ordinance (EBO) codified in the San Diego Municipal Code (SDMC). Failure to maintain equal benefits is a material breach of the Contract.

9.1.5 Contractor Standards. Contractor shall comply with Contractor Standards provisions codified in the SDMC. Contractor understands and agrees that violation of Contractor Standards may be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.6 Noise Abatement. Contractor shall operate, conduct, or construct without violating the City's Noise Abatement Ordinance codified in the SDMC.

9.1.7 Storm Water Pollution Prevention Program. Contractor shall comply with the City's Storm Water Management and Discharge Control provisions codified in Division 3 of Chapter 4 of the SDMC, as may be amended, and any and all applicable Best Management Practice guidelines and pollution elimination requirements in performing or delivering services at City owned, leased, or managed property, or in performance of services and activities on behalf of City regardless of location.

Contractor shall comply with the City's Jurisdictional Urban Runoff Management Plan encompassing Citywide programs and activities designed to prevent and reduce storm water pollution within City boundaries as adopted by the City Council on January 22, 2008, via Resolution No. 303351, as may be amended.

Contractor shall comply with each City facility or work site's Storm Water Pollution Prevention Plan, as applicable, and institute all controls needed while completing the services to minimize any negative impact to the storm water collection system and environment.

9.1.8 Service Worker Retention Ordinance. If applicable, Contractor shall comply with the Service Worker Retention Ordinance (SWRO) codified in the SDMC.

9.1.9 Product Endorsement. Contractor shall comply with Council Policy 000-41 which requires that other than listing the City as a client and other limited endorsements, any advertisements, social media, promotions or other marketing referring to the City as a user of a product or service will require prior written approval of the Mayor or designee. Use of the City Seal or City logos is prohibited.

9.1.10 Business Tax Certificate. Unless the City Treasurer determines in writing that a contractor is exempt from the payment of business tax, any contractor doing business with the City of San Diego is required to obtain a Business Tax Certificate (BTC) and to provide a copy of its BTC to the City before a Contract is executed.

9.1.11 Equal Pay Ordinance. Unless an exception applies, Contractor shall comply with the Equal Pay Ordinance codified in San Diego Municipal Code sections 22.4801 through 22.4809. Contractor shall certify in writing that it will comply with the requirements of the EPO.

9.1.11.1 Contractor and Subcontract Requirement. The Equal Pay Ordinance applies to any subcontractor who performs work on behalf of a Contractor to the same extent as it would apply to that Contractor. Any Contractor subject to the Equal Pay Ordinance shall require all of its subcontractors to certify compliance with the Equal Pay Ordinance in its written subcontracts.

ARTICLE X CONFLICT OF INTEREST AND VIOLATIONS OF LAW

10.1 Conflict of Interest Laws. Contractor is subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices including, but not limited to, California Government Code sections 1090, *et. seq.* and 81000, *et. seq.*, and the Ethics Ordinance, codified in the SDMC. City may determine that Contractor must complete one or more statements of economic interest disclosing relevant financial interests. Upon City's request, Contractor shall submit the necessary documents to City.

10.2 Contractor's Responsibility for Employees and Agents. Contractor is required to establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business or other relationships.

10.3 Contractor's Financial or Organizational Interests. In connection with any task, Contractor shall not recommend or specify any product, supplier, or contractor with whom Contractor has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

10.4 Certification of Non-Collusion. Contractor certifies that: (1) Contractor's bid or proposal was not made in the interest of or on behalf of any person, firm, or corporation not identified; (2) Contractor did not directly or indirectly induce or solicit any other bidder or proposer to put in a sham bid or proposal; (3) Contractor did not directly or indirectly induce or

solicit any other person, firm or corporation to refrain from bidding; and (4) Contractor did not seek by collusion to secure any advantage over the other bidders or proposers.

10.5 Hiring City Employees. This Contract shall be unilaterally and immediately terminated by City if Contractor employs an individual who within the twelve (12) months immediately preceding such employment did in his/her capacity as a City officer or employee participate in negotiations with or otherwise have an influence on the selection of Contractor.

ARTICLE XI DISPUTE RESOLUTION

11.1 Mediation. If a dispute arises out of or relates to this Contract and cannot be settled through normal contract negotiations, Contractor and City shall use mandatory non-binding mediation before having recourse in a court of law.

11.2 Selection of Mediator. A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator will be knowledgeable in the subject matter of this Contract, if possible.

11.3 Expenses. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

11.4 Conduct of Mediation Sessions. Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, writings and admissions will be confidential to the proceedings (pursuant to California Evidence Code sections 1115 through 1128) and will not be used for any other purpose unless otherwise agreed by the parties in writing. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though City's recommendation of settlement may be subject to the approval of the Mayor and City Council. Either party may have attorneys, witnesses or experts present.

11.5 Mediation Results. Any agreements resulting from mediation shall be memorialized in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the parties. Mediators shall not be subject to any subpoena or liability, and their actions shall not be subject to discovery.

ARTICLE XII MANDATORY ASSISTANCE

12.1 Mandatory Assistance. If a third party dispute or litigation, or both, arises out of, or relates in any way to the services provided to the City under a Contract, Contractor, its agents, officers, and employees agree to assist in resolving the dispute or litigation upon City's request. Contractor's assistance includes, but is not limited to, providing professional consultations,

attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

12.2 Compensation for Mandatory Assistance. City will compensate Contractor for fees incurred for providing Mandatory Assistance. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of Contractor, its agents, officers, and employees, Contractor shall reimburse City for all fees paid to Contractor, its agents, officers, and employees for Mandatory Assistance.

12.3 Attorneys' Fees Related to Mandatory Assistance. In providing City with dispute or litigation assistance, Contractor or its agents, officers, and employees may incur expenses and/or costs. Contractor agrees that any attorney fees it may incur as a result of assistance provided under Section 12.2 are not reimbursable.

ARTICLE XIII MISCELLANEOUS

13.1 Headings. All headings are for convenience only and shall not affect the interpretation of this Contract.

13.2 Non-Assignment. Contractor may not assign the obligations under this Contract, whether by express assignment or by sale of the company, nor any monies due or to become due under this Contract, without City's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Contract at the City's sole discretion. In no event shall any putative assignment create a contractual relationship between City and any putative assignee.

13.3 Independent Contractors. Contractor and any subcontractors employed by Contractor are independent contractors and not agents of City. Any provisions of this Contract that may appear to give City any right to direct Contractor concerning the details of performing or providing the goods and/or services, or to exercise any control over performance of the Contract, shall mean only that Contractor shall follow the direction of City concerning the end results of the performance.

13.4 Subcontractors. All persons assigned to perform any work related to this Contract, including any subcontractors, are deemed to be employees of Contractor, and Contractor shall be directly responsible for their work.

13.5 Covenants and Conditions. All provisions of this Contract expressed as either covenants or conditions on the part of City or Contractor shall be deemed to be both covenants and conditions.

13.6 Compliance with Controlling Law. Contractor shall comply with all applicable local, state, and federal laws, regulations, and policies. Contractor's act or omission in violation of applicable local, state, and federal laws, regulations, and policies is grounds for contract

termination. In addition to all other remedies or damages allowed by law, Contractor is liable to City for all damages, including costs for substitute performance, sustained as a result of the violation. In addition, Contractor may be subject to suspension, debarment, or both.

13.7 Governing Law. The Contract shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof.

13.8 Venue. The venue for any suit concerning solicitations or the Contract, the interpretation of application of any of its terms and conditions, or any related disputes shall be in the County of San Diego, State of California.

13.9 Successors in Interest. This Contract and all rights and obligations created by this Contract shall be in force and effect whether or not any parties to the Contract have been succeeded by another entity, and all rights and obligations created by this Contract shall be vested and binding on any party's successor in interest.

13.10 No Waiver. No failure of either City or Contractor to insist upon the strict performance by the other of any covenant, term or condition of this Contract, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Contract, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Contract, and each and every covenant, condition, and term hereof shall continue in full force and effect without respect to any existing or subsequent breach.

13.11 Severability. The unenforceability, invalidity, or illegality of any provision of this Contract shall not render any other provision of this Contract unenforceable, invalid, or illegal.

13.12 Drafting Ambiguities. The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms and conditions of this Contract, and the decision of whether to seek advice of legal counsel with respect to this Contract is the sole responsibility of each party. This Contract shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Contract.

13.13 Amendments. Neither this Contract nor any provision hereof may be changed, modified, amended or waived except by a written agreement executed by duly authorized representatives of City and Contractor. Any alleged oral amendments have no force or effect. The Purchasing Agent must sign all Contract amendments.

13.14 Conflicts Between Terms. If this Contract conflicts with an applicable local, state, or federal law, regulation, or court order, applicable local, state, or federal law, regulation, or court order shall control. Varying degrees of stringency among the main body of this Contract, the exhibits or attachments, and laws, regulations, or orders are not deemed conflicts, and the most stringent requirement shall control. Each party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Contract.

13.15 Survival of Obligations. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, shall survive, completion and acceptance of performance and termination, expiration or completion of the Contract.

13.16 Confidentiality of Services. All services performed by Contractor, and any sub-contractor(s) if applicable, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Contractor, are for the sole use of City, its agents, and employees. Neither the documents nor their contents shall be released by Contractor or any subcontractor to any third party without the prior written consent of City. This provision does not apply to information that: (1) was publicly known, or otherwise known to Contractor, at the time it was disclosed to Contractor by City; (2) subsequently becomes publicly known through no act or omission of Contractor; or (3) otherwise becomes known to Contractor other than through disclosure by City.

13.17 Insolvency. If Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the Contract, written notification of the bankruptcy to the Purchasing Agent and the Contract Administrator responsible for administering the Contract. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of City contract numbers and contracting offices for all City contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Contract.

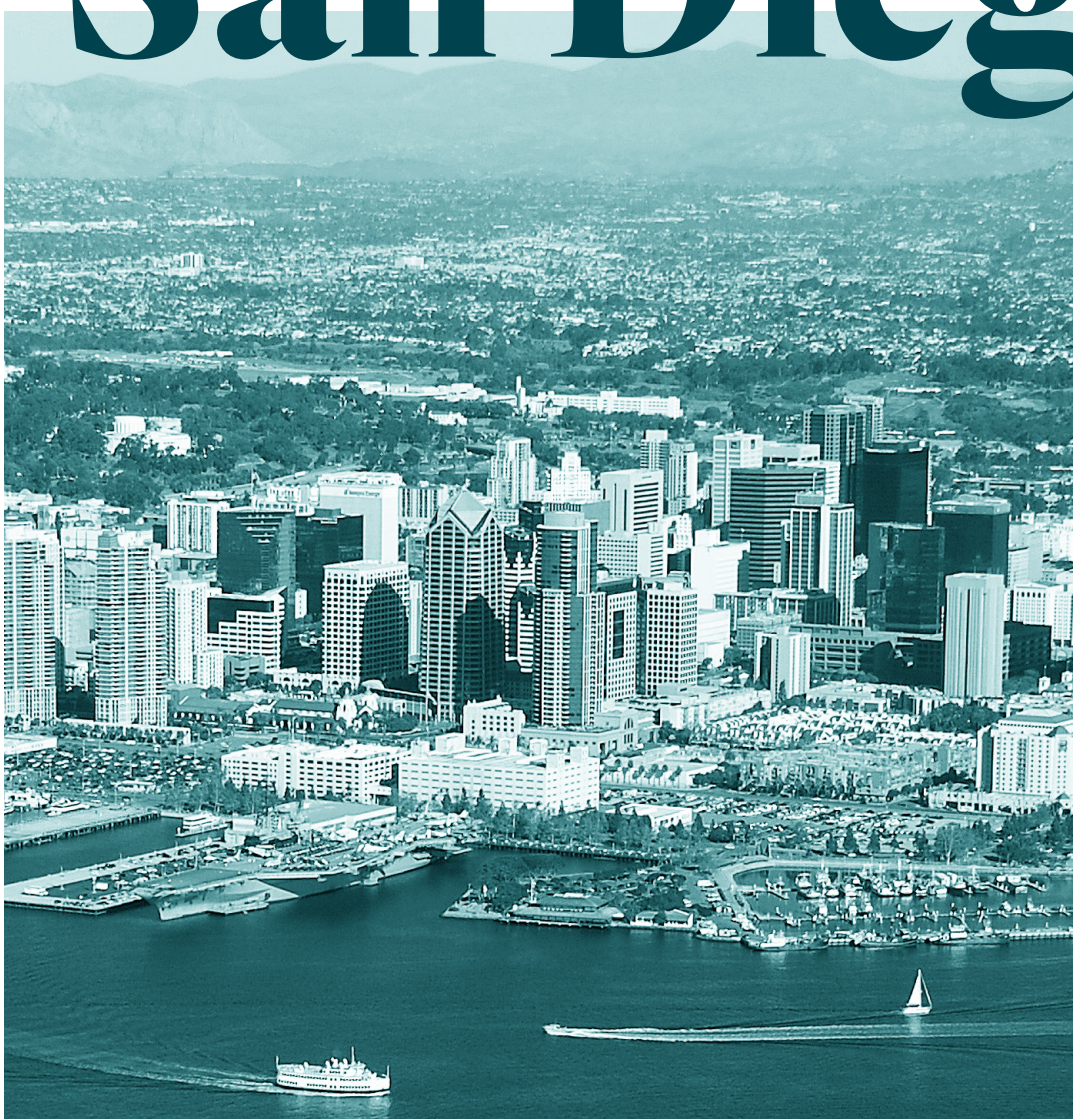
13.18 No Third Party Beneficiaries. Except as may be specifically set forth in this Contract, none of the provisions of this Contract are intended to benefit any third party not specifically referenced herein. No party other than City and Contractor shall have the right to enforce any of the provisions of this Contract.

13.19 Actions of City in its Governmental Capacity. Nothing in this Contract shall be interpreted as limiting the rights and obligations of City in its governmental or regulatory capacity.

**Develop City Policies & Procedures
for the Customer Support Operations**

SOLICITATION NO. 10089684-21-V / AUGUST 21, 2020

City of San Diego





Diversity and inclusion are an integral part of Raftelis' core values.

We are committed to doing our part to fight prejudice, racism, and discrimination by becoming more informed, disengaging with business partners that do not share this commitment, and encouraging our employees to use their skills to work toward a more just society that has no barriers to opportunity.



Raftelis is registered with the U.S. Securities and Exchange Commission (SEC) and the Municipal Securities Rulemaking Board (MSRB) as a Municipal Advisor.

Registration as a Municipal Advisor is a requirement under the Dodd-Frank Wall Street Reform and Consumer Protection Act. All firms that provide financial forecasts that include assumptions about the size, timing, and terms for possible future debt issues, as well as debt issuance support services for specific proposed bond issues, including bond feasibility studies and coverage forecasts, must be registered with the SEC and MSRB to legally provide financial opinions and advice. Raftelis' registration as a Municipal Advisor means our clients can be confident that Raftelis is fully qualified and capable of providing financial advice related to all aspects of financial planning in compliance with the applicable regulations of the SEC and the MSRB.

TAB A:

Submission of Information and Forms



Exceptions

Raftelis does not have any exceptions to the scope of work, contract, or exhibits.

**City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance**

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a contractor (bidder or proposer) has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Contractors must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render a bid or proposal non-responsive. In the case of an informal solicitation or cooperative procurement, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

By signing and submitting this form, the contractor is certifying, to the best of their knowledge, that the contractor and any of its Principals have not within a five (5) year period – preceding this offer, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) contract or subcontract.

“Principal” means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the firm. The Contractor shall provide immediate written notice to the Procurement Contracting Officer handling the solicitation, at any time prior to award should they learn that this Representations and Certifications was inaccurate or incomplete.

This form contains 10 pages, additional information may be submitted as part of *Attachment A*.

A. BID/PROPOSAL/SOLICITATION TITLE:

Develop City Policies & Procedures for the Customer Support Operations
 Solicitation Number 10089684-21-V

B. BIDDER/PROPOSER INFORMATION:

Raftelis Financial Consultants, Inc.		Raftelis	
Legal Name		DBA	
24640 Jefferson Avenue, Suite 207	Murrieta	CA	92562
Street Address	City	State	Zip
Melissa Elliott, APR, Director of Strategic Communications	303-305-1141	828-484-2442	
Contact Person, Title	Phone	Fax	

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

** Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

N/A

Name	Title/Position
------	----------------

City and State of Residence	Employer (if different than Bidder/Proposer)
-----------------------------	--

Interest in the transaction

Name	Title/Position
------	----------------

City and State of Residence	Employer (if different than Bidder/Proposer)
-----------------------------	--

Interest in the transaction

Name	Title/Position
------	----------------

City and State of Residence	Employer (if different than Bidder/Proposer)
-----------------------------	--

Interest in the transaction

Name	Title/Position
------	----------------

City and State of Residence	Employer (if different than Bidder/Proposer)
-----------------------------	--

Interest in the transaction

Name	Title/Position
------	----------------

City and State of Residence	Employer (if different than Bidder/Proposer)
-----------------------------	--

Interest in the transaction

Name	Title/Position
------	----------------

City and State of Residence	Employer (if different than Bidder/Proposer)
-----------------------------	--

Interest in the transaction

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

C. OWNERSHIP AND NAME CHANGES:

1. In the past five ten (5) years, has your firm changed its name?
 Yes No

If **Yes**, use Attachment A to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. Is your firm a non-profit?
 Yes No

If **Yes**, attach proof of status to this submission.

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?
 Yes No

If **Yes**, use Attachment A to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

D. BUSINESS ORGANIZATION/STRUCTURE:

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment A if more space is required.

Corporation Date incorporated: April 23, 2004 State of incorporation: North Carolina

List corporation's current officers: President: Peiffer Brandt
 Vice Pres: Elaine Conti (full list can be provided upon request)
 Secretary: Matt Jackson
 Treasurer: N/A

Type of corporation: C Subchapter S

Is the corporation authorized to do business in California: **Yes** **No**

If **Yes**, after what date: July 26, 2004

Is your firm a publicly traded corporation? Yes No

If **Yes**, how and where is the stock traded? _____

If **Yes**, list the name, title and address of those who own ten percent (10 %) or more of the corporation's stocks:

Do the President, Vice President, Secretary and/or Treasurer of your corporation have a third party interest or other financial interests in a business/enterprise that performs similar work, services or provides similar goods? Yes No

If **Yes**, please use Attachment A to disclose.

Please list the following:	Authorized	Issued	Outstanding
a. Number of voting shares:	_____	_____	_____
b. Number of nonvoting shares:	_____	_____	_____
c. Number of shareholders:		_____	_____
d. Value per share of common stock:		Par	\$ _____
		Book	\$ _____
		Market	\$ _____

Limited Liability Company Date formed: _____ State of formation: _____

List the name, title and address of members who own ten percent (10%) or more of the company:

Partnership Date formed: _____ State of formation: _____

List names of all firm partners:

Sole Proprietorship Date started: _____

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

Joint Venture Date formed: _____

List each firm in the joint venture and its percentage of ownership:

Note: To be responsive, each member of a Joint Venture or Partnership must complete a separate *Contractor Standards form*.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?

Yes **No**

If **Yes**, use Attachment A to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?

Yes **No**

If **Yes**, use Attachment A to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?

Yes **No**

If **Yes**, use Attachment A to explain specific circumstances.

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

Yes **No**

If **Yes**, use Attachment A to explain specific circumstances.

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?

Yes **No**

If **Yes**, use Attachment A to explain specific circumstances.

6. Are there any claims, liens or judgements that are outstanding against your firm?

Yes **No**

If **Yes**, please use Attachment A to provide detailed information on the action.

7. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

Name of Bank: First Citizens Bank

Point of Contact: Kyle Woodruff, Senior Vice President

Address: 128 South Tryon Street, 2nd Floor, Charlotte, NC 28202

Phone Number: 704-338-4122

8. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City

a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

9. In order to do business in the City of San Diego, a current Business Tax Certificate is required. Business Tax Certificates are issued by the City Treasurer's Office. If you do not have one at the time of submission, one must be obtained prior to award.

Business Tax Certificate No.: B2017006941 Year Issued: July 1, 2019 (latest update)

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?

Yes No

If **Yes**, use Attachment A to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?

Yes No

If **Yes**, use Attachment A to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?

Yes No

If **Yes**, use Attachment A to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?

Yes No

If **Yes**, use Attachment A to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?

Yes No

If **Yes**, use *Attachment A* to explain specific circumstances.

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

Yes No

If **Yes**, use Attachment A to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Please note that any references required as part of your bid/proposal submittal are in addition to those references required as part of this form.

Company Name: Pinellas County

Contact Name and Phone Number: Patsy Heiss, Department Administrative Manager / 727.464.4000

Contact Email: pheiss@pinellascounty.org

Address: 14 S. Ft. Harrison, Avenue, Clearwater, FL 33756

Contract Date: 2019-ongoing

Contract Amount: \$185,315

Requirements of Contract: Customer-Facing Policy Review

Company Name: Louisville Water Company

Contact Name and Phone Number: Spencer Bruce, President/CEO / 502.569.3600 ext 2270

Contact Email: sbruce@lwcky.com

Address: 550 South Third Street, Louisville, KY 40202

Contract Date: 2018

Contract Amount: \$141,000

Requirements of Contract: Strategic Planning Assistance and Meter-to-Cash Evaluation

Company Name: Philadelphia Water Department

Contact Name and Phone Number: Michelle Bethel, MBA, Deputy Revenue Commissioner / 215.686.6900

Contact Email: michelle.l.bethel@phila.gov

Address: 1401 John F. Kennedy Boulevard, Room 230, Philadelphia, PA 19102

Contract Date: 2017-ongoing

Contract Amount: \$1,600,000 (most recent project)

Requirements of Contract: Tiered Assistance Program (TAP) Development and Implementation and other management and financial studies

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?
 Yes No

If **Yes**, use Attachment A to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?
 Yes No

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?

Yes No

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?

Yes No

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?

Yes No

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?

Yes No

If **Yes**, please disclose the names of those relatives in Attachment A.

I. BUSINESS REPRESENTATION:

1. Are you a local business with a physical address within the County of San Diego?

Yes No

2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?

Yes No

Certification # _____

3. Are you certified as any of the following:

- a. Disabled Veteran Business Enterprise Certification # No
- b. Woman or Minority Owned Business Enterprise Certification # No
- c. Disadvantaged Business Enterprise Certification # No

J. WAGE COMPLIANCE:

In the past five (5) years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local **prevailing, minimum, or living wage laws**? Yes No If **Yes**, use Attachment A to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

By signing this Pledge of Compliance, your firm is certifying to the City that you will comply with the requirements of the Equal Pay Ordinance set forth in SDMC sections 22.4801 through 22.4809.

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

Please provide the names and information for all subcontractors and suppliers used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment A if additional pages are necessary. If no subcontractors or suppliers will be used, please write "Not Applicable."

Company Name: SVPR Communications

Address: 4501 Bird of Paradise Lane

Contact Name: Susana Villegas Phone: 619.947.5742 Email: svprcommunications@gmail.com

Contractor License No.: N/A DIR Registration No.: N/A

Sub-Contract Dollar Amount: \$ _____ (per year) \$ \$13,330 (total contract term)

Scope of work subcontractor will perform: Transalation and policy development support

Identify whether company is a subcontractor or supplier: Subcontractor

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: _____

Address: _____

Contact Name: _____ Phone: _____ Email: _____

Contractor License No.: _____ DIR Registration No.: _____

Sub-Contract Dollar Amount: \$ _____ (per year) \$ _____ (total contract term)

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

L. STATEMENT OF AVAILABLE EQUIPMENT:

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San

Diego reserves the right to reject any response, in its opinion, if the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective matter for the duration of the contract period.

M. TYPE OF SUBMISSION: This document is submitted as:

- Initial submission of *Contractor Standards Pledge of Compliance*
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement
- Update of prior *Contractor Standards Pledge of Compliance* dated 02/27/2017.

Complete all questions and sign below.

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance is inaccurate. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

- (a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.
- (b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).
- (c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).
- (d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).
- (e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed *Pledge of Compliance* is submitted.

Julia Novak, Executive Vice President



August 21, 2020

Name and Title

Signature

Date

**City of San Diego
CONTRACTOR STANDARDS
Attachment "A"**

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed. Print in ink or type responses and indicate question being answered.

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Julia Novak, Executive Vice President

Print Name, Title



Signature

August 21, 2020

Date

AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS

As part of this Contract, the Contractor must provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY.


- The undersigned certifies that within the past 10 years the Contractor has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers.
- The undersigned certifies that within the past 10 years the Contractor has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/ REMEDIAL ACTION TAKEN

Contractor Name: Raftelis Financial Consultants, Inc.

Certified By Julia Novak
Name

Title Executive Vice President


Signature

Date August 21, 2020

EQUAL OPPORTUNITY CONTRACTING (EOC)
1200 Third Avenue, Suite 200 • San Diego, CA 92101
Phone: (619) 236-6000 • Fax: (619) 236-5904

BB. WORK FORCE REPORT

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

**NO OTHER FORMS WILL BE ACCEPTED
CONTRACTOR IDENTIFICATION**

Type of Contractor: Construction Vendor/Supplier Financial Institution Lessee/Lessor
 Consultant Grant Recipient Insurance Company Other

Name of Company: Raftelis Financial Consultants, Inc.

ADA/DBA: Raftelis

Address (Corporate Headquarters, where applicable): 24640 Jefferson Avenue, Suite 207

City: Murrieta County: Riverside State: CA Zip: 92562

Telephone Number: 951-698-0145 Fax Number: 828-484-2442

Name of Company CEO: Peiffer Brandt

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: _____

City: _____ County: _____ State: _____ Zip: _____

Telephone Number: _____ Fax Number: _____ Email: _____

Type of Business: S-Corporation Type of License: N/A

The Company has appointed: Lisa Wilson

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 227 W. Trade Street, Suite 1400, Charlotte, NC 28202

Telephone Number: 704-910-8961 Fax Number: 828-484-2442 Email: lwilson@raftelis.com

- One San Diego County (or Most Local County) Work Force - Mandatory
 Branch Work Force *
 Managing Office Work Force

Check the box above that applies to this WFR.

*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.

I, the undersigned representative of Raftelis Financial Consultants, Inc.

(Firm Name)

Riverside

California

hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this 21st day of August, 2020

Julia Novak

Julia Novak, Executive Vice President

(Authorized Signature)

(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: Raftelis Financial Consultants, Inc. DATE: August 21, 2020

OFFICE(S) or BRANCH(ES): Murrieta, CA Office COUNTY: Riverside

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial											1			
Professional						1						2		
A&E, Science, Computer														
Technical														
Sales														
Administrative Support														
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

*Construction laborers and other field employees are not to be included on this page

Totals Each Column						1					1	2		
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Grand Total All Employees	4
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Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
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Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 3

NAME OF FIRM: Raftelis Financial Consultants, Inc.

DATE: August 21, 2020

OFFICE(S) or BRANCH(ES): Murrieta, CA Office

COUNTY: Riverside

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

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- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

TRADE OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														

Totals Each Column															
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Grand Total All Employees 0

Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled															
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EQUAL OPPORTUNITY CONTRACTING (EOC)

1200 Third Avenue, Suite 200 • San Diego, CA 92101
Phone: (619) 236-6000 • Fax: (619) 236-5904

BB. WORK FORCE REPORT

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

**NO OTHER FORMS WILL BE ACCEPTED
CONTRACTOR IDENTIFICATION**

Type of Contractor: Construction Vendor/Supplier Financial Institution Lessee/Lessor
 Consultant Grant Recipient Insurance Company Other

Name of Company: Raftelis Financial Consultants, Inc.

ADA/DBA: Raftelis

Address (Corporate Headquarters, where applicable): 227 W. Trade Street, Suite 1400

City: Charlotte County: Mecklenburg State: NC Zip: 28202

Telephone Number: 704-373-1199 Fax Number: 828-484-2442

Name of Company CEO: Peiffer Brandt

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: _____

City: _____ County: _____ State: _____ Zip: _____

Telephone Number: _____ Fax Number: _____ Email: _____

Type of Business: S-Corporation Type of License: N/A

The Company has appointed: Lisa Wilson

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 227 W. Trade Street, Suite 1400, Charlotte, NC 28202

Telephone Number: 704-910-8961 Fax Number: 828-484-2442 Email: lwilson@raftelis.com

- One San Diego County (or Most Local County) Work Force - Mandatory
- Branch Work Force *
- Managing Office Work Force

Check the box above that applies to this WFR.

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

I, the undersigned representative of Raftelis Financial Consultants, Inc.

(Firm Name)

Mecklenburg, North Carolina hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this 21st day of August, 2020

Julia Novak

(Authorized Signature)

Julia Novak, Executive Vice President

(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: Raftelis Financial Consultants, Inc. DATE: August 21, 2020

OFFICE(S) or BRANCH(ES): Charlotte, NC Office (headquarters) COUNTY: Mecklenburg

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

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- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial											5	3		
Professional		1									3	3		
A&E, Science, Computer														
Technical														
Sales														
Administrative Support		1		1		1					3	6	1	
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

*Construction laborers and other field employees are not to be included on this page

Totals Each Column		2		1		1					11	12	1	
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Grand Total All Employees

28

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
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Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 3

NAME OF FIRM: Raftelis Financial Consultants, Inc. DATE: August 21, 2020

OFFICE(S) or BRANCH(ES): Charlotte, NC Office (headquarters) COUNTY: Mecklenburg

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

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	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
	Brick, Block or Stone Masons													
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														

Totals Each Column														
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Grand Total All Employees 0

Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
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EQUAL OPPORTUNITY CONTRACTING (EOC)

1200 Third Avenue, Suite 200 • San Diego, CA 92101
Phone: (619) 236-6000 • Fax: (619) 236-5904

BB. WORK FORCE REPORT

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**NO OTHER FORMS WILL BE ACCEPTED
CONTRACTOR IDENTIFICATION**

Type of Contractor: Construction Vendor/Supplier Financial Institution Lessee/Lessor
 Consultant Grant Recipient Insurance Company Other

Name of Company: Raftelis Financial Consultants, Inc.

ADA/DBA: Raftelis

Address (Corporate Headquarters, where applicable): 5619 DTC Parkway, Suite 850

City: Greenwood Village County: Arapahoe State: CO Zip: 80111

Telephone Number: 303-305-1135 Fax Number: 828-484-2442

Name of Company CEO: Peiffer Brandt

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: _____

City: _____ County: _____ State: _____ Zip: _____

Telephone Number: _____ Fax Number: _____ Email: _____

Type of Business: S-Corporation Type of License: N/A

The Company has appointed: Lisa Wilson

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 227 W. Trade Street, Suite 1400, Charlotte, NC 28202

Telephone Number: 704-910-8961 Fax Number: 828-484-2442 Email: lwilson@raftelis.com

- One San Diego County (or Most Local County) Work Force - Mandatory
 Branch Work Force *
 Managing Office Work Force

Check the box above that applies to this WFR.

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

I, the undersigned representative of Raftelis Financial Consultants, Inc.

(Firm Name)

Riverside , California hereby certify that information provided
 (County) (State)

herein is true and correct. This document was executed on this 21st day of August, 2020

Julia Novak

(Authorized Signature)

Julia Novak, Executive Vice President

(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: Raftelis Financial Consultants, Inc. DATE: August 21, 2020

OFFICE(S) or BRANCH(ES): Denver Metro, CO Office COUNTY: Arapahoe County

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
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- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial											4	1		
Professional						1					1	2		
A&E, Science, Computer														
Technical														
Sales														
Administrative Support														
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

*Construction laborers and other field employees are not to be included on this page

Totals Each Column						1					5	3		
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Grand Total All Employees	9
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Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
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Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 3

NAME OF FIRM: Raftelis Financial Consultants, Inc. DATE: August 21, 2020

OFFICE(S) or BRANCH(ES): Denver Metro, CO Office COUNTY: Arapahoe County

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

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- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

TRADE OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														

Totals Each Column														
--------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Grand Total All Employees 0

Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

EQUAL OPPORTUNITY CONTRACTING (EOC)

1200 Third Avenue, Suite 200 • San Diego, CA 92101
 Phone: (619) 236-6000 • Fax: (619) 236-5904

BB. WORK FORCE REPORT

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

**NO OTHER FORMS WILL BE ACCEPTED
 CONTRACTOR IDENTIFICATION**

Type of Contractor: Construction Vendor/Supplier Financial Institution Lessee/Lessor
 Consultant Grant Recipient Insurance Company Other

Name of Company: Raftelis Financial Consultants, Inc.

ADA/DBA: Raftelis

Address (Corporate Headquarters, where applicable): Presidential Plaza (LPK) Building 19 Garfield Place, Suite 423

City: Cincinnati County: Hamilton State: OH Zip: 45202

Telephone Number: 513-818-4145 Fax Number: 828-484-2442

Name of Company CEO: Peiffer Brandt

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: _____

City: _____ County: _____ State: _____ Zip: _____

Telephone Number: _____ Fax Number: _____ Email: _____

Type of Business: S-Corporation Type of License: N/A

The Company has appointed: Lisa Wilson

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 227 W. Trade Street, Suite 1400, Charlotte, NC 28202

Telephone Number: 704-910-8961 Fax Number: 828-484-2442 Email: lwilson@raftelis.com

- One San Diego County (or Most Local County) Work Force - Mandatory
- Branch Work Force *
- Managing Office Work Force

Check the box above that applies to this WFR.

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

I, the undersigned representative of Raftelis Financial Consultants, Inc.

(Firm Name)

Riverside, California hereby certify that information provided
 (County) (State)

herein is true and correct. This document was executed on this 21st day of August, 2020

Julia Novak

(Authorized Signature)

Julia Novak, Executive Vice President

(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: Raftelis Financial Consultants, Inc. DATE: August 21, 2020

OFFICE(S) or BRANCH(ES): Cincinnati, OH Office COUNTY: Hamilton

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial											3	3	1	
Professional											3	4		
A&E, Science, Computer														
Technical														
Sales														
Administrative Support											1	1		
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

*Construction laborers and other field employees are not to be included on this page

Totals Each Column											7	8	1	
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Grand Total All Employees

16

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
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Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 3

NAME OF FIRM: Raftelis Financial Consultants, Inc. DATE: August 21, 2020

OFFICE(S) or BRANCH(ES): Cincinnati, OH Office COUNTY: Hamilton

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

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	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														

Totals Each Column														
--------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Grand Total All Employees 0

Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

EQUAL OPPORTUNITY CONTRACTING (EOC)

1200 Third Avenue, Suite 200 • San Diego, CA 92101
Phone: (619) 236-6000 • Fax: (619) 236-5904

BB. WORK FORCE REPORT

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

**NO OTHER FORMS WILL BE ACCEPTED
CONTRACTOR IDENTIFICATION**

Type of Contractor: Construction Vendor/Supplier Financial Institution Lessee/Lessor
 Consultant Grant Recipient Insurance Company Other

Name of Company: SVPR Communications

ADA/DBA: SVPR Communications

Address (Corporate Headquarters, where applicable): 4501 Bird of Paradise Lane

City: La Mesa County: San Diego State: CA Zip: 91941

Telephone Number: 619-947-5742 Fax Number: _____

Name of Company CEO: Susana Villegas

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: _____

City: _____ County: _____ State: _____ Zip: _____

Telephone Number: 619-947-5742 Fax Number: _____ Email: svprcommunications@gmail.com

Type of Business: Public Relations Type of License: _____

The Company has appointed: Susana Villegas

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 4501 Bird of Paradise Lane. La Mesa, CA 91941

Telephone Number: 619-947-5742 Fax Number: _____ Email: svprcommunications@gmail.com

- One San Diego County (or Most Local County) Work Force - Mandatory
- Branch Work Force *
- Managing Office Work Force

Check the box above that applies to this WFR.

*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.

I, the undersigned representative of SVPR Communications

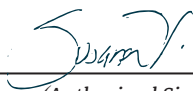
(Firm Name)

San Diego, California hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this 14 day of August, 2020



(Authorized Signature)

Susana Villegas

(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: SVPR Communications DATE: August 14, 2020

OFFICE(S) or BRANCH(ES): 4501 Bird of Paradise Lane, La Mesa, CA 91941 COUNTY: San Diego

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

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- (3) Asian
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	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial														
Professional				1										
A&E, Science, Computer														
Technical														
Sales														
Administrative Support														
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

*Construction laborers and other field employees are not to be included on this page

Totals Each Column				1										
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Grand Total All Employees	1
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Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 3

NAME OF FIRM: SVPR Communications

DATE: August 14, 2020

OFFICE(S) or BRANCH(ES): 4501 Bird of Paradise Lane, La Mesa, CA 91941

COUNTY: San Diego

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

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	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														

Totals Each Column															
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Grand Total All Employees 0

Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled															
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Purchasing & Contracting Department
Equal Opportunity Contracting

February 22, 2019

Susana Villegas DBA SVPR Communications
Ms. Susana Villegas
4501 Bird of Paradise Lane
La Mesa, CA 91941

Subject: Small Local Business Enterprise Certification

Dear Ms. Villegas:

Congratulations! We have reviewed your **renewal application** and you have been approved for re-certification as a City of San Diego Emerging Local Business Enterprise (ELBE). Your certification number is 17SV1429 and your classification is General Services. Please reference this certification number when bidding on City projects. For the City's Small Local Business Enterprise (SLBE) Program, your certification is effective March 7, 2019. This certification expires on March 7, 2021 at which time you will need to reapply in accordance with the SLBE guidelines.

To receive potential contracting opportunities, please ensure that you register with the City's web-based vendor registration and bid management system, BidsOnline™ hosted by PlanetBids System. For additional information go to:

<http://www.sandiego.gov/purchasing/bids-contracts/vendorreg.shtml>

Construction Contractors: Contractors desiring to bid as a prime contractor on City of San Diego public works construction projects must be prequalified in accordance with the San Diego Municipal Code §22.3004(a). Please review the Notice to Contractors regarding changes to Contractor Prequalification Program, effective 10/1/16 in Enclosure 1.

If an applicant is seeking bid on a specific project, the prequalification application must be received at least two weeks **prior** to the bid due date. Upon prequalification approval, an automated email notification will be forwarded from PlanetBids. Please be sure to print your prequalification approval letter for your records.

For questions regarding the Prequalification Program, please contact Public Works – Contracting at (619) 533-3450.

For questions regarding the Small Local Business Enterprise (SLBE) Program, please contact Equal Opportunity Contracting at (619) 236-6000.



- [Home](#)
 - [New »](#)
 - [Search »](#)
 - [Message »](#)
 - [Settings »](#)
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 - [Logout](#)
- [Show All](#) [Hide All](#)

Vendor Capabilities

BUSINESS NAME	Susana Villegas DBA SVPR Communications
SYSTEM VENDOR NUMBER	<input type="text"/>
PRIMARY OWNER'S NAME	Susana Villegas
ETHNIC GROUP	Hispanic American
GENDER	Female

Certification Information

CERTIFYING AGENCY	Supplier Clearinghouse
CERTIFICATION TYPE	WMBE - Women/Minority Business Enterprise
EFFECTIVE DATE	2/22/2019
RENEWAL DATE	2/22/2022

Contact Information

MAIN COMPANY EMAIL	svprcommunications@gmail.com
MAIN PHONE	619-947-5742
MAIN FAX	
MAIN COMPANY WEBSITE	www.svprcommunications.com

[Skip to Main Content](#)[Back To Query Form \(licenseForm.htm\)](#)

Search Returned 2 Records

Fri Aug 14 15:13:40 PDT 2020

Query Criteria

Firm ID: 46064

Firm ID	46064
DBA Name	SVPR COMMUNICATIONS
Firm Name	
Address Line1	4501 BIRD OF PARADISE LANE
Address Line2	
City	LA MESA
State	CA
Zip Code1	91941
Zip Code2	
Mailing Address	
Line1	
Mailing Address	
Line2	
Mailing City	
Mailing State	
Mailing Zip Code1	
Mailing Zip Code2	
Certification Type	SWBE
E-Mail	svprcommunications@gmail.com
Contact Name	SUSANA VILLEGAS
Area Code	619
Phone Number	947-5742
Extension	
Alt Area Code	
Alt Phone Number	
Extension	
Fax Area Code	
Fax Phone	
Number	
Agency Name	DEPARTMENT OF TRANSPORTATION
Counties	37;
Districts	11;
DBE NAICS	541810; 541820;
ACDBE NAICS	
Work Codes	18740 MANAGEMENT & PUBLIC RELATIONS; I7310 ADVERTISING; C8712 PUBLIC RELATIONS;
Licenses	
Trucks	
Gender	F
Ethnicity	HISPANIC
Firm Type	SWBE

Firm ID	46064
DBA Name	SVPR COMMUNICATIONS

[Skip to Main Content](#)

[Back To Query Form \(licenseForm.htm\)](#)

Search Returned 1 Records

Fri Aug 14 15:04:49 PDT 2020

Query Criteria

Certification Types: DBE

Firm ID: 46064

Firm ID	46064
DBA Name	SVPR COMMUNICATIONS
Firm Name	
Address Line1	4501 BIRD OF PARADISE LANE
Address Line2	
City	LA MESA
State	CA
Zip Code1	91941
Zip Code2	
Mailing Address	
Line1	
Mailing Address	
Line2	
Mailing City	
Mailing State	
Mailing Zip Code1	
Mailing Zip Code2	
Certification Type	DBE
E-Mail	svprcommunications@gmail.com
Contact Name	SUSANA VILLEGAS
Area Code	619
Phone Number	947-5742
Extension	
Alt Area Code	
Alt Phone Number	
Extension	
Fax Area Code	
Fax Phone	
Number	
Agency Name	DEPARTMENT OF TRANSPORTATION
Counties	37;
Districts	11;
DBE NAICS	541810; 541820;
ACDBE NAICS	
Work Codes	18740 MANAGEMENT & PUBLIC RELATIONS; I7310 ADVERTISING; C8712 PUBLIC RELATIONS;
Licenses	
Trucks	
Gender	F
Ethnicity	HISPANIC
Firm Type	DBE

TAB B:

Executive Summary and Responses to Specifications



Title Page

Response to RFP No. 10089684-21-V

Company Name: Raftelis Financial Consultants, Inc. (DBA Raftelis)

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Response to Specifications

41 Firm Overview

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57 Project Team

69 Statement of Work

75 Schedule

Executive Summary

Ms. Vanessa Delgado
Supervising Procurement Contracting Officer
City of San Diego
1200 Third Avenue, Suite 200
San Diego, CA 92101

August 21, 2020

Subject: Proposal to Develop City Policies & Procedures for the Customer Support Operations (Solicitation # FY21-RFP-09)

Dear RFP Evaluation Committee:

Utility customer service policies and procedures present a unique challenge. Comprehensive updates are rare—typically a portion of the policy manual is tweaked when a new system is introduced, or in response to a customer service complaint. Often these manuals sit unused until the inevitable happens—a very public customer service failure that results in a critical look at outdated, inconsistent policies. Raftelis works with the nation's largest utilities on operational assessments, including developing customer service policies and procedures. Through this experience we know that a proactive approach to policy development can create the foundation for transformation that aligns utility processes with customer expectations. The result is a utility that is highly focused on the customer experience.

San Diego Public Utilities Department (Public Utilities) has developed an Request for Proposal (RFP) that sets out a specific scope of work that aligns well with Raftelis' process for policy review and improvement. A new policy manual will benefit customers and employees alike, and deserves a thoughtful, strategic approach to its development so that Public Utilities can meet high expectations for customer service and build trust in its operations. What sets Raftelis apart is our experience assisting utilities with evaluating and revising processes in a way that helps them listen to the voice of the customer through consistent implementation of its policies. Benchmarking and standardization is a hallmark of Raftelis' work with utilities. Our involvement in the water industry is deep—we work with our industry's leading utilities and professional associations and regularly create customer service benchmarks and standards for the industry. We know how to listen to your challenges and assess and address the gaps to help Public Utilities attain a sterling reputation for customer service.

The new policy manual will happen at a difficult time for many Public Utilities customers. Job loss and economic uncertainty mean many customers are behind in payment and will need your help to get caught up through implementation of a new policy prompted by SB 998. COVID-19 also means that in-person training that customer service employees would have received may need to be done virtually. Raftelis is working successfully on similar projects now. If needed, we can engage on this project in a virtual environment.

Raftelis' team has spent our entire careers working with water and wastewater utilities, both on the inside as utility leaders and by providing counsel as consultants. We understand the dynamics of a large municipal utilities department and the challenge of creating simple, intuitive policies that intersect for a large, diverse service area like yours.

Melissa Elliott, APR, who will lead this project, spent 20 years within two large utilities communicating about the customer experience. Highly involved in the water industry, she is the current President of the American Water Works Association. Melissa will be supported by a highly capable, effective team that includes Catherine Carter and Samantha Brown—both accomplished facilitators and experts in the water utility meter-to-cash cycle.

We've done this well before and can bring to bear our lessons and experience for you. The approach we've laid out assures you'll have a new policy manual that's right for your employees and your customers and will ensure that Public Utilities' customer service team continually strives to listen to the voice of the customer. If you have any questions, you can contact Melissa at melliott@raftelis.com or 303.305.1141. We are excited about the opportunity to work with you.

Sincerely,



Julia Novak
Executive Vice President

Response to Specifications

Who We Are

RAFTELIS STRENGTHENS ORGANIZATIONS FOR THE COMMUNITIES THEY SERVE, AND THE PEOPLE WHO WORK IN THEM.



+ VISIT [RAFTELIS.COM](https://www.raftelis.com)

Raftelis provides utilities with insights and expertise to help them operate as high-performing, sustainable entities providing essential services to their customers. We help our clients solve their customer service, organizational, management, and communication challenges, achieve their objectives, and, ultimately, make their communities better places to live, work, and play.

Our Subconsultant

SVPR Communications

Susana Villegas is President of SVPR Communications, an award-winning public relations firm specializing in strategic English- and Spanish-language communications and media services, crisis management, and community stakeholder engagement.

Her firm helps clients in the areas of education, water, tourism, energy, economic development, cross-border commerce, news media, government, and affordable housing to create and deliver effective communications for regional and bi-national communities and media markets.

In times of crisis, SVPR advises on strategy and tactics, crafts messaging, and advocates directly with local, national, and international media outlets on behalf of its clients. SVPR also helps organizations achieve their goals by connecting and communicating effectively with communities and leaders in the San Diego region.

Susana has extensive experience in San Diego city government and political campaigns. She is a former Policy Advisor to the San Diego City Council and has coordinated over a dozen local campaigns for mayor, city council, school district boards, the California State Assembly, and ballot propositions. Susana also has experience in the non-profit sector and in the private sector, having worked on infrastructure project management and customer relations in Mexico City and the Tijuana/San Diego region for a leading global firm in tactical communications, avionics, electronic warfare, space, and intelligence systems.

Susana serves on the Chancellor's Community Advisory Board of the University of California, San Diego, and on the board of directors of the Sharp Chula Vista Medical Center, the Barrio Logan College Institute, the Chula Vista Chamber of Commerce, the Chula Vista Charitable Foundation, and the Southwestern College Foundation. She is a member of the 2013-2014 class of the San Diego Policy Leadership Institute and was recognized as the 2018 Malin Burnham Most Admired Public Figure by Reality Changers.

Born and raised in Mexico City, Susana has a degree in Communication Sciences from the Universidad del Valle.



Susana received the 2020 California Association of Public Information Officials Award of Distinction for excellence in public information and communications for innovative communication for the Hydro Station Education Experience. Susana also received the 2019 Public Communications Achievement Award from the American Water Works Association.

SAN DIEGO PUBLIC UTILITIES
& RAFTELIS

The Right Fit

We believe Raftelis is the right fit for this project. We provide several assets that will be key benefits Public Utilities as you launch into a comprehensive overhaul of your Customer Policy Manual. Together we'll make this project a success.



INDUSTRY BEST PRACTICES

Raftelis' team includes the industry's leading experts on utility management and the utility meter-to-cash cycle.

Every utility has its own processes and procedures, and Raftelis can show Public Utilities how its documented procedures (SOPs) compare to peer utilities, which will allow you to take the best and quickly identify what's not working. Our team literally leads the water industry—and our experience working for and with utilities means our team can quickly engage with your staff to build trust, which is the foundation for making changes that put the customer experience first.



NICHE EXPERIENCE

Our experience lies in strengthening water and wastewater utility organizations.

We're consulting specialists rather than generalists, focusing our strengths to do a highly effective job for a specific group of clients.



RESOURCES AND EXPERTISE

This project needs specialized expertise and we bring it.

Updating a policy manual means diving deep into long-established processes and understanding how and why Public Utilities performs each task and how tasks are connected. Employees are incredibly knowledgeable about their own work—but it takes skilled facilitators to really engage employees in creating new policies and revising old policies that they will actually refer to and use extensively.



COMMUNICATIONS FOCUS

Communications expertise is a major strength of the Raftelis team.

Most policy manuals aren't used because they are written poorly. Raftelis specializes in making our written work simple, concise, and easy to follow. This is critically important to this project because SOPs are the foundation for the customer service experience.

27 years
serving the
public sector

How
we
stack
up

OUR TEAM INCLUDES

120+ consultants focused on
finance/management/communication/
technology for the public sector

5 chairs & **20** members of
AWWA and WEF utility finance and
management committees and subcommittees

& the
President of AWWA

RAFTELIS HAS PROVIDED ASSISTANCE FOR

1,200+ public agencies
and utilities

that serve more than

25% of the
U.S. population

including the agencies serving

38 of the nation's
50 largest cities

In the past year alone, we worked on

900+ projects for **600+** agencies in **44** states



Leading the industry

Raftelis staff shape industry standards for water and wastewater utility finance and management through our active leadership in AMWA, AWWA, WEF, and EPA.

Leadership positions and projects for these organizations include:

AMWA

- INSIGHT database and survey

AWWA

- President
- Asset Management Committee - 1 member
- Benchmarking Committee - 1 member
- Finance, Accounting, and Management Controls Committee - Chair and 2 members
- Management and Leadership Division - Vice Chair & Trustee
- Rates and Charges Committee - Chair and 4 members
- Strategic Management Practices Committee - Chair
- Co-lead biennial *National Water & Wastewater Rate Survey*

WEF

- Finance and Administration Subcommittee - Chair
- Technical Practices Committee - 1 member
- Utility Management Committee - 5 members
- WEFTEC Conference Planning Committee - 1 member

EPA

- Environment Financial Advisory Board - 1 member



We wrote the book

Raftelis staff have co-authored many of the industry's leading guidebooks regarding water and wastewater financial and management issues, including:

- *Affordability of Wastewater Service* (WEF)
- *Manual of Practice No. 27, Financing and Charges for Wastewater Systems* (WEF)
- *Manual M1, Principles of Water Rates, Fees and Charges* (AWWA)
- *Manual M5, Water Utility Management* (AWWA)
- *The Effective Water Professional* (WEF)
- *Water and Wastewater Finance and Pricing: The Changing Landscape*
- *Water and Wastewater Rate Survey* (conducted and published collaboratively with AWWA and Raftelis)
- *Water Rates, Fees, and the Legal Environment* (AWWA)

We have completed many policy projects for utilities, along with numerous related management consulting engagements. Below, we have included a more comprehensive list of our experience.

DEVELOPMENT OF KEY PERFORMANCE INDICATORS (KPIs)

State	Client
DC	DC Department of Public Works
KY	Louisville Water Company
OH	Montgomery County Environmental Services
PA	Pittsburgh Water and Sewer Authority
PR	Puerto Rico Aqueduct and Sewer Authority
RI	Providence Water Supply Board
SC	Mount Pleasant Waterworks
TX	Cedar Park, City of
TX	North Texas Municipal Water District

(CONTINUED) MANAGEMENT/GOVERNANCE ASSESSMENTS

State	Client
PR	Puerto Rico Aqueduct and Sewer Authority (PRASA)
SC	Grand Strand Water and Sewer Authority
SC	Renewable Water Resources (ReWa)
TN	Metro Water Services of Nashville and Davidson County
VA	Appomattox River Water Authority
VT	Burlington Water Resources, City of
WI	Green Bay/Central Brown County

ORGANIZATIONAL IMPROVEMENT & CHANGE MANAGEMENT

State	Client
AR	Central Arkansas Water
AR	Little Rock Wastewater
CA	Central Contra Costa Sanitary District
CA	Delta Diablo Sanitation District
CA	San Gabriel, City of
CO	Denver Wastewater
FL	Pinellas County
FL	Winter Haven, City of
MD	Baltimore Department of Public Works, City of
NC	Greensboro Water Resources Department, City of
NC	Raleigh Public Utilities Department, City of
OH	Greene County Sanitary Engineering Department
OH	Montgomery County Environmental Services
PA	Pittsburgh Water and Sewer Authority
SC	Charleston, City of
TX	North Texas Municipal Water District
VA	Gloucester County
VT	Burlington Water Resources, City of

STRATEGIC PLANNING

State	Client
AR	Central Arkansas Water
CA	Oceanside Water Utilities
CA	Sacramento Area Sewer District/Sacramento Regional County Sanitation District
CO	Metro Wastewater Reclamation District
DC	DC Water
DC	District of Columbia Department of Public Works
DE	Wilmington, City of
DE	Wilmington Utilities
FL	Tampa Water Department, City of
IA	Des Moines Metropolitan Wastewater Reclamation Authority
KY	Louisville Water Company
KY	Sanitation District #1 of Northern Kentucky
MD	Baltimore Department of Public Works, City of
NC	Charlotte Water
NC	Lowell, City of
NC	Onslow Water and Sewer Authority (ONWASA)
NC	Winston-Salem/Forsyth County Utilities
OH	Greater Cincinnati Water Works
OH	Montgomery County Environmental Services
PA	Capital Region Water
PA	Pittsburgh Water and Sewer Authority
SC	Mount Pleasant Waterworks (2012 & 2018)
TN	Metro Water Services of Nashville and Davidson County
TX	Brownsville Public Utilities Board
WI	Milwaukee Metropolitan Sewerage District
VA	Newport News Waterworks
VA	Rivanna Water & Sewer Authority
VA	Washington County Service Authority

MANAGEMENT/GOVERNANCE ASSESSMENTS

State	Client
AR	Central Arkansas Water
AZ	Bullhead City, City of
DE	Wilmington, City of
FL	Pompano Beach Utility Department, City of
FL	Tampa Water Department, City of
MO	Metropolitan St. Louis Sewer District
NC	Asheville, City of
NC	Reidsville, City of

Below, we have provided descriptions of projects that we have worked on that are similar in scope to the City's project. We have included references for each of these clients and urge you to contact them to better understand our capabilities and the quality of service that we provide.

Pinellas County

FLORIDA

Reference: Patsy Heiss, Department Administrative Manager
14 S. Ft. Harrison, Avenue, Clearwater, FL 33756
P: 727.464.4000 / E: pheiss@pinellascounty.org

Pinellas County is located in the Tampa-St. Petersburg region of Florida and is home to over a million residents that rely on the county government for a vast array of human, recreational, safety, development, transportation, and environmental services. Since 2014 Raftelis has been a strategic advisor to the County and engaged in various customer service, financial, and process optimization studies for the County's water utilities, solid waste, and fleet services departments.

Water Utility Review

The County engaged Raftelis to conduct a comprehensive utility business analysis and policy review and provide a comprehensive 10-year road map for the County's water utility to improve customer service, technology services, and financial management and sustainability. The business assessment has focused on a number of key utility business processes including evaluation of its customer care and management functions, billing cycle policies and procedures, potential for automating the meter reading process, and other technology and process improvements. The financial management focus includes development of a comprehensive 10-year financial forecast and evaluation of existing rate structures to address equity, revenue sufficiency, and long-term sustainability.

Customer-Facing Policy Review

Like many utilities, Pinellas County Utilities' (PCU) customer policy manual was unable to keep pace with the significant changes PCU has seen over the last 35 years. The utility has experienced everything from growing its service area to adding a wastewater utility to rolling out reclaimed water initiatives. To update the manual and address the gaps, Raftelis and PCU convened a cross-functional core team of subject matter experts from across the customer-facing areas of the utility, with specialties including customer service, development review, wastewater treatment, engineering, maintenance, technical services, water conservation compliance, and billing and collections. This team reviewed sections of the existing manual, particularly those relevant to all three utility services provided by PCU, to identify policies that needed to change based on updated practices, technology, and thinking within PCU and the County.



**Shown here are
examples of
deliverables for
Pinellas County.**

Where current or needed sections were not broadly applicable to the utility, the core team and project manager established task forces to work in specific areas. These task forces tackled everything from outlining, drafting, and editing reclaimed water policies updating hauled waste and temporary meter policies. The work of the task force was then reviewed by the core team to ensure consistency, comprehensiveness, and readability. Additionally, the core team used policy manuals from other peer and best practice utilities in Florida and the Southeast to benchmark particular issues—how often can customers have the conservation fee waived for refilling their pools? Do impact fee credits expire? Under what circumstances should the name on the utilities account change?

The electronic, online manual resulting from these efforts represents a major step forward for PCU, in terms of both comprehensive policies that cover all of the utility’s activities, and a user-friendly document that enhances the utility’s ability to consistently apply policies to different situations.

Widespread Service Disruption Policy Assessment

Raftelis was engaged by PCU to review and improve its customer service policies related to widespread service disruptions. PCU had leak adjustment and estimated read policies that apply during normal operation. However, several issues arose during a recent hurricane, prompting PCU to review its existing policies and determine if disconnection, leak adjustment, and billing estimate policies should include a provision for widespread service disruptions. By working with Raftelis to establish a policy for service, PCU was able to pre-empt customer concerns and potentially reduce workloads of customer service staff.

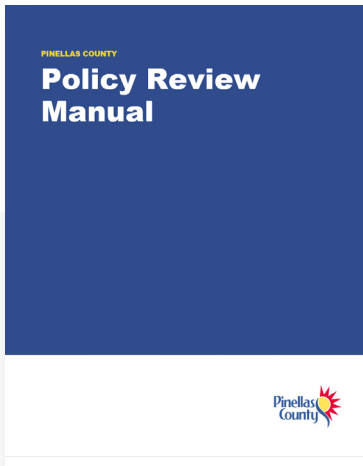


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Shown here is the Policy Review Manual developed by Raftelis.

4. Obtaining Utility Services

4.1 Utility Service Connections

New customers are required to construct, at their expense, the facilities necessary to provide water, wastewater, and/or fire protection service. Specific requirements for design, construction and testing are detailed in the Pinellas County Regulations for Additions to Pinellas County Utilities.

Where existing infrastructure is inadequate to provide for potable water and/or fire protection needs, potable water service may be obtained in accordance with Chapter 126, Article III of the Pinellas County Code of Ordinances. Where existing water service infrastructure is not adequate to provide for potable water and/or fire protection needs, the applicant may apply to extend the infrastructure as required for service and cover all associated costs. If the applicant chooses not to extend the infrastructure, applicant is subject to the applicable Department of Health rules and regulations.

Connection to the wastewater system is required within the designated service area in accordance with Chapter 126, Article IV of the Pinellas County Code of Ordinances, Florida Statute 381.005, and Section 6, should wastewater service be unavailable, alternative connection arrangements shall be arranged with the Department of Health, as required by Florida Statute 381.005.

Where existing infrastructure and reclaimed water capacity is adequate, as deemed by Pinellas County Utilities (PCU), reclaimed water service may be obtained within the Reclaimed Water Service Area, in accordance with Chapter 126, Article V of the Pinellas County Code of Ordinances and Section 6.

Assessments for the installation of utility and/or fire protection facilities may be established by resolution of the Board of County Commissioners, in accordance with provisions outlined in Florida Statute 218.02. The assessment amount may be initiated for Board review by either a petition signed by more than 50 percent of the benefited property owners, or by the Board, including subject assessment to a list of public necessity.

Infrastructure extensions shall be designed and installed in accordance with Pinellas County's Standard Details and the Recommended Standards for Wastewater Facilities (RS) (State Standards), as incorporated by Florida Statute and Pinellas County Ordinance.

PCU will designate the location, type, and make of meter units and backflow devices pertaining to application for utility services. It is the applicant or engineer of record's responsibility to determine appropriate meter sizing for the application. Any equipment that will impact PCU infrastructure shall be installed in accordance with Pinellas County's Standard Details and the RS State Standards.

4.2 Application for Utility Services

Utility services shall only be provided to a customer after application has been made to and approved by PCU and arrangements have been made for payment of applicable charges. In applying for service with PCU, the applicant agrees to abide by the policies established herein and to comply with applicable rules, regulations, fees, charges, and standards

5. Billing Policy

5.1 General

5.1.1 Application

Utility services shall only be provided to a customer after application has been made to and approved by Pinellas County Utilities (PCU) and arrangements have been made for payment of applicable charges, as specified in Section 5.2.

5.1.2 Consumption

The amount of consumption recognized by the customer and PCU for billing purposes shall be based on the meter readings of the volume of water passing through the meter. When an existing meter is removed and a new meter is installed between billing periods, the combined consumption of both the new and old meters shall be billed to the customer at the next regular billing date.

5.1.3 Base Charges

Customers shall be billed in accordance with the Schedule of User Fees. Customers shall be billed at the scheduled reading and associated billing date or Read our date for that cycle (refer to Section 5.1.2 for information on Read our date). For first and final bills, billing amounts shall be reduced for the base charges equivalent to the number of days in the billing period. On the date of installation, new meters shall be considered in service and billing shall commence, in accordance with Section 5.1.2 above.

5.1.4 Payments

Customers may make payment to PCU in a variety of ways. Information regarding payment options is available on the PCU website and on the customer's billing statement. Some payment methods are subject to stand fees, and no payment shall be accepted in the field by Pinellas County personnel, contractors, or other parties.

It is the customer's responsibility to ensure timely bill payment. Payments must be made within 28 days of the billing date. An account is not considered paid until the payment has been credited to the account. Payment method and payment delivery method may impact processing time. All confidential banking information shall be restricted from public record disclosure pursuant to Florida Statute 685.007.

Service charges for any customer's dishonored checks shall be in accordance with Florida Statute and the Schedule of User Fees.

5.1.5 Temporary Discontinuance of Potable Water Service

At the customer's request, potable water service may be discontinued; applicable base charges as well as fees for other services billed to PCU shall continue to be billed. An account is discontinued status is subject to the conditions in Section 2. A service fee shall be charged for reconnection of service, in accordance with the Schedule of User Fees.

Louisville Water Company

KENTUCKY

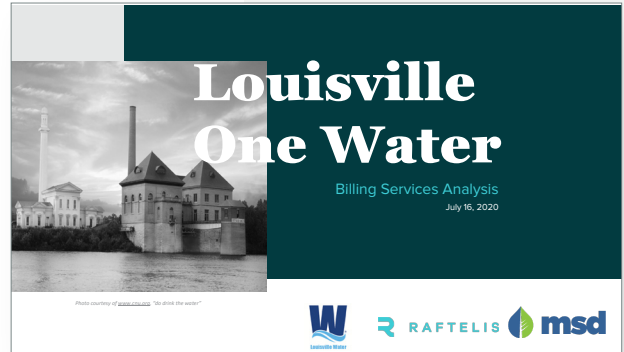
Reference: Spencer Bruce, President/CEO
 550 South Third Street, Louisville, KY 40202
 P: 502.569.3600 ext 2270 / E: sbruce@lwcky.com

Billing, Collections, and Customer Service Review

Louisville Water provides billing, collection, and customer service for the Louisville/Jefferson County Metropolitan Sewer District (MSD) according to the terms of an interlocal agreement. The agreement sets the policy by which Louisville Water processes customer bills for both entities. Both parties asked Raftelis review the procedures and costs associated with the billing services.

Additionally, Louisville Water had made significant information technology investments in recent years and plans to make investments to move to automated metering infrastructure. These investments will allow Louisville Water to offer billing as a service to other agencies. These and other factors established the need to review the policies, procedures and costs of the joint billing program to ensure that the following outcomes are achieved:

- Developing a current, cost-based approach to the fees Louisville Water charges for billing services
- Conduct benchmarking of other municipal agencies to understand if these costs are appropriate for the level of services provided
 - » Understanding what a market-based approach to pricing billing services may be, and how that aligns with the cost-based approach
 - » Recommend a pricing framework with multi-year pricing for MSD with triggers for future fee recalibration
 - » Recommend a pricing framework that can be used to deploy billing as a service to other agencies



Phase 2: Benchmarking Billing and Customer Service Costs

What We Do

- Compare with state and industry standards
- Compare with comparable utilities
- Compare with historical metrics

The Outcomes

- Understand if calculated fees are aligned with peers
- Identify alternative allocation/pricing approaches
- Support market-based pricing task
- Support Phase 3 Assessment

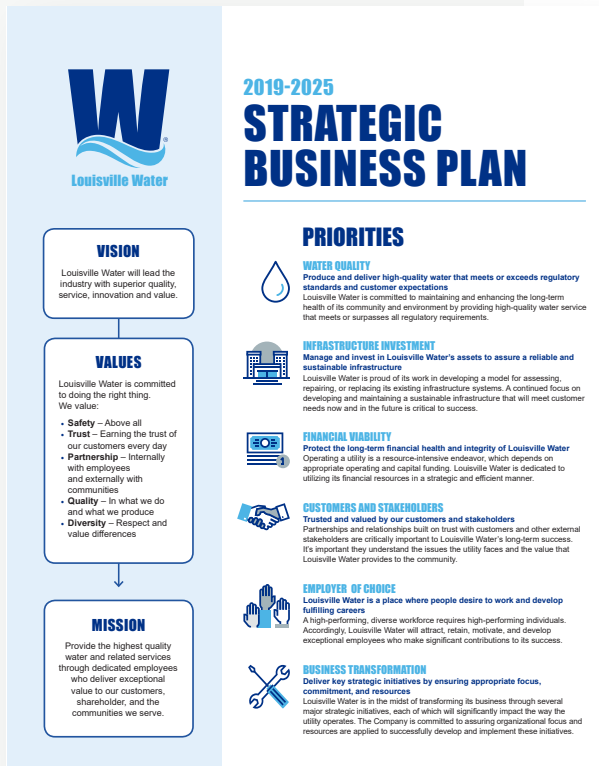
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Operational Performance Balance

- Determine what's important
- Review the service levels
- Determine where are time and resources being spent
- Understand risks
- Match Level of Service tradeoffs to performance and risk
- Understand how and where data is maintained

20

Slides from Louisville Water's Billing and Customer Services Assessment Workshop



Louisville Water's Strategic Plan developed and designed by Raftelis.

Strategic Planning Assistance

Louisville Water Company (Louisville Water) initiated a process to create an updated vision and a plan to drive progress of the organization's most important priorities. This effort built on Louisville Water's legacy of successful strategic planning, including Louisville Water's 2013-2018 Strategic Business Plan. The goals for the strategic planning process were myriad—the plan had to be clear, measurable, and implementable over a five-to-seven-year time horizon. It had to be inclusive of prioritized goals and metrics that cascaded throughout the organization and achieved alignment of overarching strategic objectives, departmental plans, and employee performance goals. Finally, in a departure from previous planning efforts, which had mostly occurred at Louisville Water's leadership level, the utility sought to engage employees and key external stakeholders during the process and also launch and sustain a robust communication effort upon completion.

To assure success in each of these areas, Louisville Water partnered with Raftelis to design a process and facilitate its strategic plan. Ultimately, the organization followed a classic strategic planning approach, with several key milestones, including a project kickoff; stakeholder engagement; development of the foundational elements of the strategic plan, including vision, mission, values, and goal areas; development of the strategies and tactics necessary to support implementation efforts; and a communications and training roll-out of the finalized deliverable to employees, customers, and other stakeholders.

The Louisville Water strategic plan represents collective input from its leadership, employees, and stakeholders, and includes cascading priorities, strategies, and tactics that will support organizational progress and future decision-making. Building on its long tradition of planning, implementing the 2019-2025 Strategic Business Plan will allow Louisville Water to achieve its desired future state, as articulated in its organizational vision: "Louisville Water will lead the industry with superior quality, service, innovation and value."

Philadelphia Water Department

PENNSYLVANIA

Reference: Melissa LaBuda, Deputy Commissioner, Finance and Administration

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The Philadelphia Water Department (PWD) is one of the largest and most progressive utilities in the nation. The Water Department began providing water service in 1801, and now provides water service to approximately 1.7 million people and wastewater service to approximately 2.2 million people in the Greater Philadelphia area.

Tiered Assistance Program (TAP) Development and Implementation

With a poverty rate over 25%, the City is one of the most economically challenged large cities in the country. In 2016, facing growing customer affordability concerns and account delinquency issues, PWD sought to establish a robust affordability program. Program development was driven by a City Council mandate to overhaul the existing customer assistance programs. Raftelis was engaged by PWD to provide program recommendations and assist in the implementation and rollout of the selected plan.

Using input from City policymakers, Raftelis helped PWD establish the Tiered Assistance Program (TAP), a cutting-edge affordability program where income-eligible customers receive a fixed monthly bill based on a percentage of their annual household income. TAP is one of the first of this type in the water industry.

TAP provides assistance to income-eligible customers through fixed monthly bills, regardless of usage, that are based on household income levels. Customers submit an application for program participation that are reviewed by program administrators. The program is available to customers whose household income falls at or below 150% of Federal Poverty Level (FPL) for their household size, as well as customers with special hardships who have an income below 250% FPL. Approved program participants receive monthly bills that range from 2 to 4% of their household income. In addition, customers who enroll have unpaid penalty and interest balances suspended and ultimately forgiven after two years of on-time payments. A benefit to this new program is the universal assistance program application. When applying for TAP, customers are applying for all three assistance programs; the income-based plan, special hardship, as well as the senior citizen bill discount. When applications are reviewed, eligible customers are placed into the program that provides them with the lowest monthly bill that they are eligible for.

Once the conceptual design of TAP was established, program eligibility criteria needed to be established. Raftelis worked with City policymakers to understand the target participants and used industry standards to recommend participation income thresholds. A key analysis during the process was understanding the financial impact to PWD; both in program administration costs and forgone system revenues. This included forecasting program participation, estimating bill impacts for eligible customers, and developing administration costs forecasts.

Starting in the summer of 2016, Raftelis worked alongside PWD to nail down program impacts, set program requirements, and establish billing data practices, protocols, and procedures. One of the key tasks in developing TAP, was the creation of an internal and an external public-facing website. The internal website is a database in which PWD can review all submitted customer applications and documentation, which makes the application approval process much smoother for PWD staff. In addition, the website communicates with the City's billing system and can track the cost of the program and application processing speed among other performance metrics. The external website provides a way for customers to view information on TAP and request an application.

The program start date was approved for July 1, 2017 and PWD and Raftelis worked diligently to meet this deadline. Prior to launch, Raftelis assisted with several training sessions regarding TAP for employees within the department and key members of the community. The program began on time and was well received by PWD customers. Since program implementation, Raftelis has continued to provide weekly onsite assistance to help ensure smooth rollout of the program and the transitioning of administration to PWD staff. The post-implementation assistance by Raftelis was key to ensuring a successful start for TAP.

Review of Customer Information System (CIS), Billing Processes, and Data Reporting

PWD engaged Raftelis to review their customer information system (CIS), billing processes, and data reporting in support of its 2015 rate case. PWD had historically faced challenges with obtaining accurate information regarding yearly financials when comparing reports from year-end against numbers aggregated from monthly reports generated throughout the year.

Raftelis staff reviewed the internal components of the CIS in detail and compiled a thorough accounting of the strengths and weaknesses of the system and their information reporting processes. Raftelis staff were then further engaged by PWD to perform the necessary reporting to support the 2015 rate case to implement the findings from the initial analysis. As a result, Raftelis provided a critical update to data supporting the rate case, which had previously been based upon figures scaled from 25-year-old reports. Raftelis staff performed data analysis on the financials of individual accounts and used its expertise in automation and programming to create new reports for use by PWD staff for future rate cases.

Management Audit

Historically, PWD's rate-setting process included a complex and lengthy rate case. The 2012 rate case included a commitment by PWD to perform a management audit of customer service functions to examine those functions, improve them where needed to ensure good service to customers, and improve efficiency and cost-effectiveness. Raftelis was engaged for this study and worked with PWD and the Water Revenue Bureau (WRB) on a strategic review of customer service functions. The WRB, a division of the City Finance Department, handles customer service for PWD customers relating to preparation of bills, application of payments, management of accounts receivable, and administration of assistance programs. WRB operates a customer call center, payment centers, and the customer information system (CIS).

Raftelis' engagement was divided into two major components. The first component was a review of WRB functions for the purpose of increasing efficiency and the effectiveness of customer service. In particular, Raftelis has used benchmarking and process mapping to identify opportunities for improvement within customer service and implement change.

The second component of the study was a review of the information flow and reporting from the CIS. In particular, Raftelis completed a data-intensive review of the CIS and identified means to improve the accuracy and replicability of reporting. Raftelis produced reports to support the City's ongoing cost of service study. Raftelis developed recommendations for improving the performance and lifespan of the CIS, such as database configuration changes.

Raftelis completed the study and is now tasked with assisting PWD and WRB with implementation of some of these changes.

This study assisted PWD and WRB in improving customer service and increased the accuracy and reliability of crucial financial and management reports that support effective utility management.



City of Philadelphia
Customer Assistance Programs -
Standard Operating Procedures
Document

February 9, 2019
Version 2.5

**Philadelphia Water
Department's
Customer Assistance
Program Standard
Operating Procedures
developed by Raftelis.**

Denver Water

COLORADO

Reference: Mike Aragon, Director of Customer Relations
1600 W. 12th Avenue, Denver, CO 80204
P: 303.628.6078 / E: mike.aragon@denverwater.org

Customer Relations Support

Prior to her work at Raftelis, Melissa Elliott was the Director of Public Affairs for Denver Water. Much of her decade of work at this well-respected utility was focused on enhancing the customer experience and ensuring the voice of the customer was a primary consideration in the utility's policies and procedures.

Melissa's experience at Denver Water included work on the following customer-facing policies and procedures.

Updating and Revising Drought Restriction Policies and Procedures

In anticipation of a debilitating drought, Denver Water sought to update its ordinances, policies and procedures for water restrictions, drought surcharges, and conservation program offerings. Melissa led the conservation team's efforts to ensure consistent policies were in place that were simple to implement and intuitive to Denver Water customers, who had been strong advocates for the utility's water conservation efforts. The utility was concerned that a well-developed conservation advocacy that saw customers reduce water waste by 25 percent would see further mandates because of drought to be punitive. Melissa focused the work of the conservation team on building policies and ordinances that would be supportive of customers' efforts to adapt to wise water use. These policies were tested within months when snowpack failed to materialize in the Rocky Mountains. Customers and employees both responded well to the changes.

Implementing a Significant Rate Structure Change After More Than Two Decades

Denver Water had long had a tiered rate structure, but had tweaked it over the years to have a higher variable water use component. By 2015, the rate structure was providing just 7% fixed revenue for the growing utility. Climate change and extreme weather fluctuations made this an unworkable issue, but customers had grown used to the rate structure and because of strong conservation education, customers expected a rate structure that encouraged efficient water use. Melissa led the customer-facing efforts to communicate rate structure change, ensuring that the voice of the customer was represented in all messaging and materials. Included in this work was training for customer care employees who would be the front-line responders to questions when the rate structure was implemented along with a revenue increase. Customer response met expectations—Denver Water maintained its 92% customer satisfaction rating after the rate structure change and the call center received less than 100 complaints from a customer base of more than 243,000 retail customer accounts.

East Bay Municipal Utility District

CALIFORNIA

Reference: Sophia Skoda, Treasury Manager
P.O. Box 24055, Oakland, CA 94623
P: 510.287.0310 / E: sskoda@ebmud.com

Customer Fee Policy and Cost of Service Review

Raftelis assisted East Bay Municipal Utility District (EBMUD) in conducting comprehensive water and wastewater cost of service studies. The last comprehensive cost of service studies had been conducted in 1995 and 2000 for the water utility and wastewater utilities, respectively. As part of the study, Raftelis thoroughly examined EBMUD's cost structure, analyzed customer data, evaluated alternative rate structures, and facilitated policy decisions to develop an equitable rate structure. Important policy decisions included: geographical rates to reflect cost differences within the service area, the sunset of the Seismic Improvement Program, determination of the recycled water rate, and the cost allocation of the Supplemental Supply Program. The proposed rates retained the current rate structure, which included a fixed monthly charge based on meter size, a three-tier rate structure for single-family customers, and a uniform rate for multi-family and non-residential customers.

EBMUD's rate structure also included a fixed annual charge per dwelling units (up to five dwelling units) for single- and multi-family customers, and per parcel for non-residential customers for wet weather facilities. This rate structure was developed in the late 1980s. Raftelis and EBMUD staff evaluated various alternatives for the wet weather facilities charge to ensure equity amongst customer classes. The proposed wet weather facilities charge is based on the average parcel size for each customer class, which has a stronger cost of service basis than the current rate structure.

In 2018, Raftelis worked closely with EBMUD to review and update its wastewater capacity fees utilizing an equity buy-in approach. This approach was chosen because EBMUD's service area is substantially built-out and the existing treatment plant has sufficient capacity to accommodate new connections. Another component of the study was to develop new procedures for EBMUD when calculating capacity fees for non-residential customers. The existing wastewater capacity fee (WCF) calculation for non-residential customers was complicated, required significant staff time, and required periodic evaluations of a customer's WCF. Based on a framework established through close collaboration EBMUD staff, Raftelis developed a simplified method of calculating the WCF for non-residential customers based on meter size and an assigned strength category depending on the type of business. This method met EBMUD's objectives of reducing staff time requirements, maintaining equity with its charges, providing transparency to non-residential customers, and minimizing the need for the review of a customer's WCF.

Pittsburgh Water and Sewer Authority

PENNSYLVANIA

Reference: Will Pickering, Executive Director
 1200 Penn Avenue, Pittsburgh, PA 15222
 P: 412.255.2099 / E: WPickering@pgh2o.com

Debbie Lestitian, CPA, Esq.
 Chief Corporate Counsel/Chief of Administration
 1200 Penn Avenue, Pittsburgh, PA 15222
 P: 412.676.6687 / E: dlestitian@pgh2o.com

Threatened with governance changes and under scrutiny for Lead and Copper Rule exceedances and high-profile infrastructure failures, Pittsburgh Water and Sewer Authority (PWSA) was labeled a “failing utility” by many. Thanks to PWSA’s strong leadership and the help of the team from Raftelis, things have turned around measurably. Raftelis has provided PWSA an array of financial and organizational assistance to address its challenges.

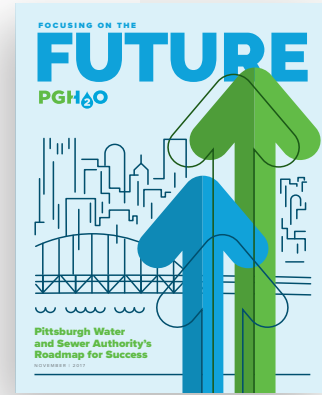
Organizational Development

Raftelis is working side-by-side with PWSA leadership to address major organizational challenges. The Raftelis team provided an aggressive Compliance and Organizational Plan that convinced business leaders and community officials that PWSA had a framework for success. Raftelis is now assisting PWSA to implement elements of the Compliance and Organizational Plan including the creation of a new PWSA performance improvement office called Watermark, aligning PWSA practice with Pennsylvania Public Utility Commission (PA PUC) requirements, and fixing a series of onerous legacy rules about hiring, resource sharing, and metering that limited performance. PWSA is rapidly gaining the confidence of its customers.

Utility Commission Compliance Planning

The Pittsburgh Water and Sewer Authority (PWSA) has struggled for decades with inefficiency, underinvestment in infrastructure, and a lack of public support. By working side-by-side with PWSA leadership and coordinating with various municipal, PWSA, and community stakeholders, PWSA is addressing governance, organizational, and operational efficiency issues.

The Raftelis team provided an aggressive Compliance and Organizational Plan that convinced business leaders and community officials that PWSA had a framework for success. The plan helped develop five core service expectation areas (levels of service) for the utility and translated those into metrics and actions of the utility. Raftelis is now assisting PWSA to implement elements of the plan including the creation of a new PWSA performance improvement office called Watermark, aligning PWSA practices with Pennsylvania Public Utility Commission (PUC) requirements and adjusting customer and utility levels of



Raftelis has worked with PWSA to craft messaging and develop materials to communicate with their constituency that they are a strong organization that is working to overcome their challenges.

Shown here is an example of the *Focusing on the Future* plan that we developed and designed for this project.

service. Highlights of program management optimization and associated services provided for PWSA included:

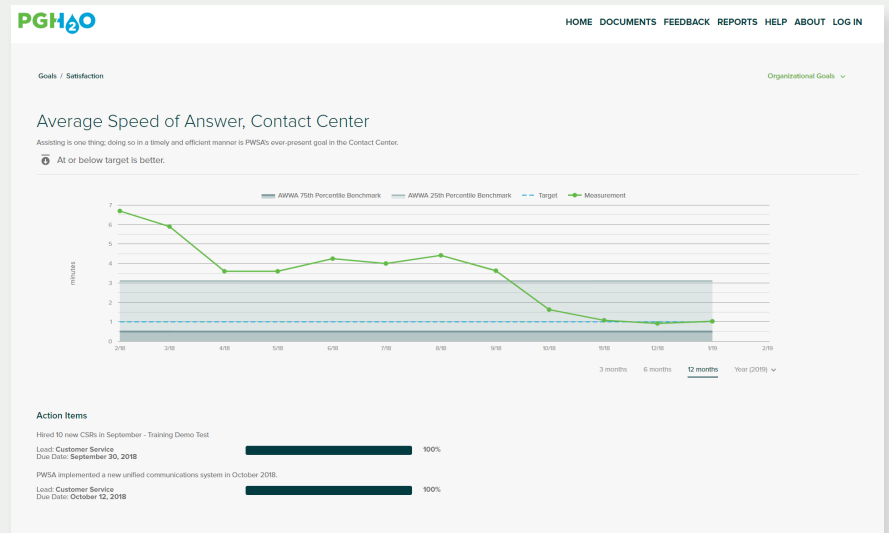
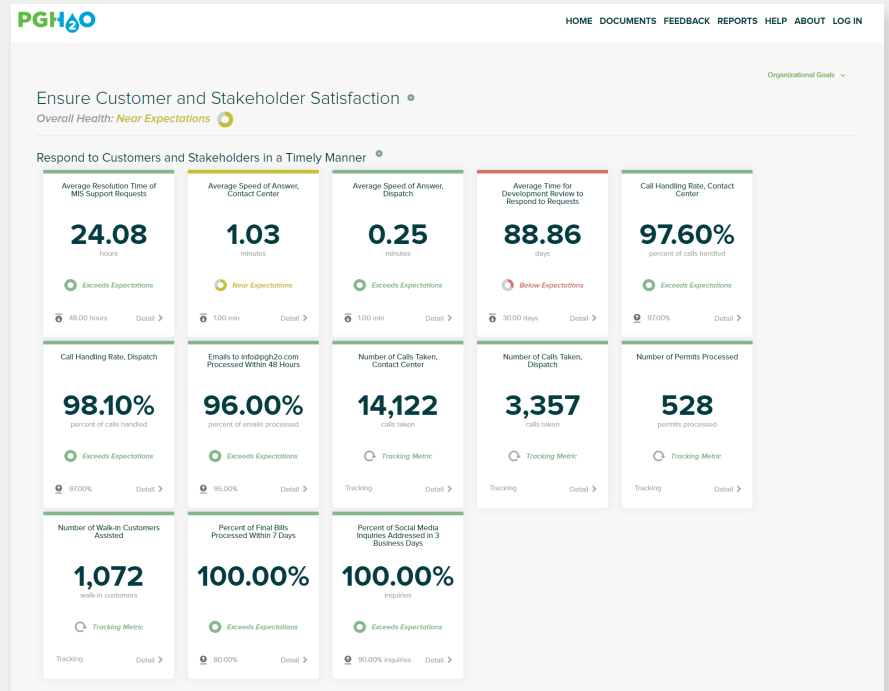
- Comprehensive performance assessment and development of PWSA's strategic plan, "Focusing on the Future" - The plan identified five goal areas encompassing all the enhancements needed to ensure that PWSA is operating as efficiently and effectively as possible. These goal areas are supported by 55 key metrics developed based upon industry benchmarks and expected customer levels of service for the drinking water, wastewater, and stormwater utilities. Each goal area addresses trends of customer expectations and the changing requirements of PWSA's service delivery. Customer level of service metrics have been identified as well as the required internal technical level of services necessary to maintain these customer expectations
- Development of the PA PUC Operational Compliance Plan and Program – Key focuses of continuous improvement, performance monitoring, and stakeholder communication have all been critical components of this plan. One of PWSA's focus areas in ensuring compliance with the PUC's requirements are met is through application of the principles of LEAN and Six Sigma and performance management through defined metrics. To achieve this, Raftelis developed a web-based performance management dashboard, Headwaters, to track organizational performance metrics and key performance indicators (KPIs) throughout departments at PWSA. The performance dashboard displays the metrics with reference to individual targets; metric observations are stored in time series and historical information can be viewed for each metric. This dashboard will assist the organization in staying on track with strategic goals by visually identifying areas where improvement is needed. Observed metrics and progress will be used to report progress to the PUC and an array of external stakeholders.
- Facilitation of business process improvement workshops for multiple key processes – PWSA struggled with internal organizational challenges and integration of new program and construction management consultants. As a result of this new structure, all business practices and project delivery procedures were being refined to meet appropriate levels of service. Defining and documenting new and redesigned business practices was imperative to establishing performance metrics to create a continuous improvement environment.

Public-Facing Performance Dashboard

The Pittsburgh Water and Sewer Authority (PWSA) has struggled for decades with inefficiency, underinvestment in infrastructure, and a lack of public support. Following the creation of a new board of trustees in 2017, PWSA engaged Raftelis to assist with organizational improvement. Raftelis worked with various municipal, PWSA, and community stakeholders, including a special Blue-Ribbon Panel formed by the City of Pittsburgh to address governance and regional cooperation between entities. Raftelis worked side-by-side with PWSA leadership helping to address major organizational challenges and improve efficiency. Raftelis is now helping PWSA implement a strategic plan that includes the creation of a new performance improvement office, entitled Watermark.

As part of the establishment of the performance improvement office, Watermark, Raftelis developed a web-based dashboard to track organizational performance metrics throughout departments at PWSA. Raftelis assisted PWSA in developing a strategic plan with five goal areas encompassing all the enhancements needed to ensure that PWSA is operating as efficiently and effectively as possible. These goal areas are supported by 55 key metrics that will be tracked via the performance management dashboard. Raftelis gathered requirements on the dashboard from PWSA staff, developed and demonstrated a prototype, and then fully developed and deployed the dashboard. The performance dashboard displays the metrics with reference to individual targets for the metrics and color codes them according to how close to target the current metric observation is. Metric observations are stored in time series and historical information can be viewed for each metric. This dashboard will assist the organization in staying on track with strategic goals by visually identifying areas where improvement is needed.

Raftelis developed a web-based dashboard to track organizational performance metrics throughout departments at PWSA.



Project Team

WE HAVE DEVELOPED A TEAM OF CONSULTANTS WHO SPECIALIZE IN THE SPECIFIC ELEMENTS THAT WILL BE CRITICAL TO THE SUCCESS OF THE CITY'S PROJECT.

Our team includes senior-level professionals to provide experienced project leadership with support from talented consultant staff and our subconsultant, SVPR Communications. This group has frequently collaborated on similar successful projects, providing the City with confidence in our capabilities.

Our organizational chart shows the structure of our project team. On the following pages, we have included resumes for each of our key team members and profiles for subject matter experts as well as a description of their role on the project.

Availability and Geographic Location

With the depth of 120 consulting professionals, and specifically the current and anticipated workload of the individuals assigned to this project, we have the availability to provide the requested services in a timely and efficient manner to meet the scheduling requirements and objectives of the City. As a rule, Raftelis operates at a company-wide project utilization of approximately 65% to 75%. This level of utilization, which we expect to continue through the proposed timeline of this project, will provide the project team with ample time to allocate to the City's engagement.

The core project team is located in multiple offices, including Denver, CO, Charlotte, NC, Cincinnati, OH, and our subconsultant is located in La Mesa, CA. In addition, we have offices in Murrieta, CA and Los Angeles, CA.



Melissa Elliott APR

ENGAGEMENT LEAD AND QUALITY ASSURANCE

Director of Strategic Communication Services (Raftelis)

ROLE

Melissa will serve as the Engagement Lead and be responsible for overall project accountability, as well as be available to provide quality assurance.

PROFILE

Melissa's 25+ year public relations career is focused on helping water and wastewater utilities engage their customers so that they understand the value of the services the utility provides. She oversees strategic communication planning, stakeholder engagement and communication strategies for Raftelis. She also provides strategic counsel and facilitates employee engagement efforts and public meetings. Melissa has extensive experience working with elected officials, stakeholders and the public on issues as diverse as drought, water quality, potable reuse, affordability, rate structure change, impactful construction projects, rate increases, customer assistance programs and demand management. Highly active in the water industry, Melissa is President of the American Water Works Association, is a former chair of AWWA's Public Affairs Council, and a regular volunteer for The Water Research Foundation. She has an M.S. in technical communication and a B.A. in journalism and is Accredited in Public Relations (APR) from the Public Relations Society of America. Prior to joining Raftelis, Melissa directed the public affairs efforts at Denver Water, which included creating public engagement strategies for massive infrastructure projects, developing a nationally recognized lead service line replacement program, and leading conservation outreach efforts through the innovative "Use Only What You Need" campaign.

KEY PROJECT EXPERIENCE

Sacramento Utility Collaboration and Integration Study (CA)

The Sacramento Region Water Utility Collaboration and Integration Study will provide an opportunity for collaboration to help address water resource issues. The seven participating water supply agencies in the Sacramento Region are seeking to build successful collaborative efforts to benefit all agencies and their customers. The Sacramento Collaboration and Integration Study is identifying and nurturing mutually beneficial opportunities that can lead to:

- Cost savings for customers
- Leveraging of economies of scale
- Beneficial integration of resources
- Improved services
- More efficient use of staff, equipment, and capital resources

Melissa is providing facilitation and strategic communications planning to help the partners determine how best to talk about the study, its benefits, and their relationship to each other.



Specialties

- Strategic communication planning
- Stakeholder engagement
- Public involvement
- Community outreach
- Crisis & risk communication
- Reputation management
- Coalition building & campaigns

Professional History

- Raftelis: Director of Strategic Communication Services (2018-present)
- Denver Water: Director of Public Affairs (2012-2018); Manager of Water Conservation (2008-2012)
- Aurora Water: Manager of Public Relations (2000-2008)

Education

- Graduate, Water & Wastewater Leadership Center - University of North Carolina, Kenan-Flagler Business School (2016)
- Master of Science in Technical Communication (Public Relations) - Colorado State University (2005)
- Bachelor of Arts in Technical Journalism (Public Relations) - Colorado State University (1991)

Professional Memberships

- AWWA: President; Former Public Affairs Council Chair; Former Strategic Planning Committee Chair
- AWWA/WEF Transformative Issues Symposium on Affordability: Former Chair
- WEF
- NACWA
- Public Relations Society of America: Accredited in Public Relations (APR)

Sweetwater Authority (CA)

Sweetwater Authority (SWA) serves drinking water to 190,000 people in southern California. The utility had not had a rate increase since 2015 and wished to build community support for the need for investment in infrastructure. Melissa provided a strategic communications plan, guidance on messaging strategy and community outreach tactics. SWA approved a five-year rate increase and the communications efforts for this project will receive the AWWA Public Communications Award in 2019. Following on the rate increase communication work, in 2019 SWA asked Melissa to develop a 5-year master communications plan to provide structure and strategy to the utility's communications efforts.

Mojave Water Agency (CA)

Located in the arid California high desert, Mojave Water Agency (MWA) is a water provider to tens of thousands of residents through its wholesale water agencies. MWA is faced with the need to invest in future water supply that will meet the demands of the growing community it serves and doing so will require increased revenue. Melissa facilitated several meetings with MWA's Technical Advisory Committee to help MWA determine the best approach to increasing revenue. In addition, Melissa provided a training session for MWA employees on delivering effective presentations.

City of Newport Beach (CA)

The City of Newport Beach (City) successfully approved a five-year rate increase after implementing a robust strategic communication plan developed by Melissa that included the use of infographics, a community presentation, Proposition 218 notice and community outreach strategies.

City of Port Hueneme (CA)

A rate study had not been performed for some time for this small coastal city, and the City Council stressed that affordability was a key factor for their approval. As the strategic communications project manager, Melissa led public outreach efforts for the City of Port Hueneme (City) that included the development of an infographic that explains the City's rate structure changes, a Proposition 218 notice, and three public workshops to explain the changes.

Green Bay Water Utility/Central Brown County Water Authority (WI)

In an effort to improve efficiency and reduce costs, Green Bay Water Utility and Central Brown County Water Authority joined together to develop a shared services approach with assistance from Raftelis. Melissa led the strategic communications program for this regional effort, working with communication professionals from both the utility and the authority to ensure that all parties stayed on message, internal communication was prioritized, and that the effort had a brand that could live beyond the initial first year of work.

Richmond Department of Public Utilities (VA)

The City of Richmond Department of Public Utilities (DPU) has done considerable work to develop their MetroCare Water Assistance Program. The program is intended to bridge the gap for at-risk customers experiencing a challenge in paying their water bill. DPU has also implemented rate structure changes to factor in affordability by creating a lifeline rate for essential water use. Although the MetroCare Water Assistance Program appears to be funded adequately, and there is a demonstrated need in the community, the number of households receiving assistance has declined and has never met the available funding in the three years the program has been in existence. Melissa assisted DPU with developing strategies to improve program outreach and participation.

WSSC Water (MD)

WSSC Water successfully adopted a major rate structure change in 2018 following a regulatory directive to do so. The utility spent considerable effort in 2017 engaging customers to get input into rate structure design. WSSC Water sought assistance with developing a communications and outreach strategy to inform stakeholders and customers of the rate change that will be implemented, along with major new customer service initiatives in July 2019. Melissa audited the utility's current rate communication efforts, developed and tested a message platform, and worked with WSSC Water staff to create a communication strategy aligned with other customer service initiatives to increase customer acceptance of the rate change.

Catherine Carter

PROJECT MANAGER

Manager (Raftelis)

ROLE

Catherine will manage the day-to-day aspects of the project and lead the project analysts in developing policies, documenting standard operating procedures, and preparing deliverables for the project.

PROFILE

Catherine has a background in public administration and environmental management and possesses extensive research and analytical skills. Her expertise lies in the areas of strategic planning, policy review and development, conducting assessments of organizational effectiveness practices, compiling and analyzing data, and benchmarking. Catherine has participated in numerous financial and management studies for water, wastewater, and stormwater utilities and other public sector organizations across the country. Catherine is active in the water and wastewater utility industry, having presented at several conferences and co-authored two recent articles on long-term rate increases in *Journal AWWA*. Catherine also co-authored a chapter entitled “Public Outreach and Gaining Stakeholder Commitment,” for the Fourth Edition of the industry guidebook, *Water and Wastewater Finance and Pricing: The Changing Landscape*. Prior to working at Raftelis, Catherine was a senior fellow at the Institute for Sustainable Development.

KEY PROJECT EXPERIENCE

Pinellas County Utilities (FL)

Like many utilities, Pinellas County Utilities (PCU) has undergone significant changes over the last 35 years—everything from adding a wastewater utility to rolling out reclaimed water initiatives. Unfortunately, the organization’s customer policy manual was unable to keep pace with the new activities. With a manual that had not been completely updated or modernized for several decades, PCU engaged Raftelis to facilitate a policy update process, inclusive of stakeholders both within and outside of the organization. Catherine served as the project manager for this initiative, and executed workshops and other activities with staff to review existing policies and identify areas where the policies are out-of-line with current practices; benchmark specific policies against those in the region, the state, and best practices utilities; draft new policies; and incorporate feedback from a variety of stakeholders.

Pittsburgh Water and Sewer Authority (PA)

Threatened with privatization and challenged by Lead and Copper Rule exceedances and high-profile infrastructure failures, Pittsburgh Water and Sewer Authority (PWSA) was labeled a “failing utility” by many. Raftelis provided assistance with both the financial and the organizational aspects of PWSA. Catherine assisted with the development of an aggressive Compliance and Organizational Plan that convinced business leaders and community officials that PWSA had a framework for success. She is also assisting PWSA with implementation of elements of the plan including the creation



Specialties

- Strategic planning
- Facilitation
- Organizational assessment
- Policy review and development
- Staffing analysis
- Strategy monitoring and implementation
- Risk and resiliency assessment
- Business process improvement
- Comparative industry analyses

Professional History

- Raftelis: Manager (2019-present); Senior Consultant (2016-2018); Consultant (2013-2015); Associate Consultant (2011-2012)
- Mecklenburg County Waste Management Advisory Board (appointed term: 2019-2021)
- The Institute for Sustainable Development (2009-2011)

Education

- Master of Public Administration - University of North Carolina Charlotte (2017)
- Master of Environmental Management - Duke University (2011)
- Bachelor of Science in Business/Economics, Biology, Environmental Studies - Randolph-Macon College (2009)

Certifications

- Change Management & Leadership Certification - Cornell University (2019)
- American Water Works Association Risk & Resiliency Certification (2019)

Professional Memberships

- AWWA
- Solid Waste Association of North America

of a municipal and commercial metering program, which will align PWSA practices with Pennsylvania Public Utility Commission requirements.

Louisville Water Company (KY)

Catherine served as the lead consultant for Louisville Water Company's (Louisville Water) recently completed strategic plan. Raftelis was engaged by Louisville Water in 2018 to facilitate the leadership team's development of a five-year strategic plan. The most critical success factors for this engagement were Louisville Water's desire to incorporate previous strategic planning efforts, be consistent with industry trends, and use existing measurement and reporting frameworks as a means to deeply engage the organization and to move forward. As lead consultant, Catherine interviewed stakeholders, facilitated employee focus groups, managed an employee survey, co-facilitated workshops with the Core Strategic Planning Team, and developed content for the final strategic planning document. Additionally, Catherine assisted in developing materials to support an organizational communication plan focused on releasing the strategic plan internally, which included a brief video, posters, and an anniversary party for Louisville Water.

City of Burlington (VT)

Burlington is a destination city that attracts outdoor enthusiasts, foodies, and those looking to experience New England's vibrant culture. Residents expect very high levels of service and visitors want urban amenities delivered with a more relaxed and small-town feel. Unfortunately, over a period of less than a year, Burlington's Water Resources Division had four major discharges of partially treated wastewater, and the utility discovered billing problems with several large accounts, including several on the state's flagship University of Vermont campus. With only 43 full time employees to operate and maintain four treatment facilities and their respective collection and distribution systems serving just over 100,000 people, Water Resources needed to optimize and restructure, as well as strategically add some new staff. Recognizing this, utility leadership commissioned Raftelis, with Catherine serving as the Project Manager, to perform an organizational assessment to determine whether existing resources could be deployed more effectively and where they could have the highest impact. The study reviewed the organization both from an efficiency perspective and from a structure and staffing perspective. Staffing assessment findings and recommendations were presented to the Burlington City Council and were approved unanimously shortly thereafter. As a result of the changes, Water Resources is in a better position to manage risk, proactively address operational challenges, develop and implement regulatory programs, and invest resources in infrastructure renewal.

Puerto Rico Aqueduct and Sewer Authority (Puerto Rico)

Catherine served as the project and deliverable coordinator for the development of a Professional Opinion Report regarding the policy needs, as well as the financial and operational capabilities of the extremely complex and large water and wastewater authority serving the island of Puerto Rico. This project was commissioned by the World Bank to confirm the viability of Puerto Rico Aqueduct and Sewer Authority (PRASA) to secure additional financing to continue its capital development program. The evaluation focused on PRASA's activities with regard to operations and maintenance, infrastructure, customer service, non-revenue water, and finance.

Oceanside Water Utility Department (CA)

The services delivered to the community by the Oceanside Water Utility Department (Department) are vitally important—they support a thriving downtown, a vibrant agricultural area as well as meet the needs of the many residents and businesses that call Oceanside home. With that in mind, the Department engaged Raftelis to facilitate a process to update its strategic plan, with Catherine as the project manager. Using techniques from appreciative inquiry, Raftelis worked with a core team of employees to review feedback from stakeholders and evaluate organizational strengths, identify opportunities, discuss compelling aspirations, and agree on results and measures of strategic progress. Based on this process, the Department has elected to focus on workforce, finance, communication and outreach, infrastructure, sustainable resource management, and technology in its updated strategic plan.

Samantha Brown PE

PROJECT ANALYST (POLICY DEVELOPMENT)

Senior Consultant (Raftelis)



ROLE

Samantha will provide support for policy development in conducting analyses and preparing deliverables.

PROFILE

With a background in policy development, program development, and municipal consulting, Samantha joined Raftelis as a Senior Consultant in 2019. Samantha provides a unique blend of utility and program management technical expertise with strong communication, engagement, and interpersonal skills. In previous roles, she has been responsible for developing utility programs and policies to meet regulatory compliance requirements, create implementation schedules, and seek and facilitate internal and external stakeholder input from a variety of audiences including elected officials, development community representatives, community members, and employees. Samantha previously served as the Regional Regulatory Manager for the Midwest with Contech Engineered Solutions driving state and municipal policy decisions, advocating for fair and equitable regulations, and advising regulators and engineers on regional and national industry trends. Prior to Contech, she was the Environmental Compliance Manager at Sanitation District No. 1 where she was responsible for implementation of Northern Kentucky's Regional Stormwater Management Program on behalf of over 30 communities and coordination of SD1's Green Infrastructure Program. Samantha formerly served on the Kentucky Stormwater Association's and Ohio Stormwater Association's Board of Directors. She has a Bachelor of Science degree in Civil Engineering from the University of Cincinnati and is a registered Professional Engineer in Kentucky.

KEY PROJECT EXPERIENCE

Pinellas County Utilities (FL)

Like many utilities, Pinellas County Utilities (PCU) has undergone significant changes over the last 35 years—everything from adding a wastewater utility to rolling out reclaimed water initiatives. Unfortunately, the organization's customer policy manual was unable to keep pace with the new activities. With a manual that had not been completely updated or modernized for several decades, PCU engaged Raftelis to facilitate a policy update process, inclusive of stakeholders both within and outside of the organization. Samantha served as a project consultant for this initiative, aiding staff with the review of existing policies and identifying areas where policies are out-of-line with current practices; benchmark specific policies against those in the region, the state, and best practices utilities; draft new policies; and incorporate feedback from a variety of stakeholders.

City of Fayetteville (NC)

The City of Fayetteville's stormwater program is ever-evolving to meet the needs of the community's tremendous growth over the last few decades. While growth has provided noticeable benefit for the City and its residents, it has also provoked greater focus on the City's stormwater program. The City has engaged Raftelis to review and update its stormwater

Specialties

- Process improvement
- Project management
- Change management
- Collaboration & facilitation
- Conflict resolution
- Policy Development & Implementation
- Regulation development & implementation
- Environmental compliance
- Stormwater program management

Professional History

- Raftelis: Senior Consultant (2019-present)
- Contech Engineered Solutions: Regional Regulatory Manager (2015-2018)
- Sanitation District No. 1 of Northern Kentucky: Environmental Compliance Manager (2010-2014); Project Engineer (2008-2010)

Education

- Bachelor of Science in Civil & Environmental Engineering, Cum Laude - University of Cincinnati (2009)

Professional Registrations

- Registered Professional Engineer, Kentucky Board of Engineers & Land Surveyors (PE #33384)

Professional Memberships

- WEF
- AWWA

ordinance and its administrative manual. Assisting with project management, Samantha is aiding the City to ensure consistency and fulfillment of the primary purposes of both documents. This work includes:

- Reviewing the ordinance and administrative manual and editing for consistency;
- Reorganizing content to ensure the ordinance lays out the broad legal framework and the administrative manual includes appropriate technical details and specifications;
- Specifying enforcement mechanisms and procedures; and,
- Providing guidance on strategies for stormwater control measures.

This review includes considerable stakeholder engagement (City staff and management, the Stormwater Advisory Board, and the City Council Stormwater Committee), and will include recommended revisions to the administrative manual and the stormwater ordinance.

Hamilton County (OH)

Hamilton County is under a federal court order to reduce combined sewer overflows and eliminate sanitary sewer overflows. Many overflows only occur during rain events; however, not all parcels contributing flow to the County's sewer system pay a relevant fee. To provide fair and equitable rates for all parcels contributing inflow, the Board of County Commissioners (BOCC) has created an Agency Task Force and Stakeholder Working Group to examine feasibility of a countywide impervious surface fee. Many agencies across Hamilton County, though separately governed, share common missions and stormwater services, but a unified approach of comprehensive services does not exist. The Task Force, together with the Stakeholders, is charged to develop a viable path forward for an impervious surface fee. Hamilton County has engaged Raftelis to facilitate this process. Samantha and the project team have been facilitating Agency Task Force working sessions to foster collaboration among agencies to identify a better, more inclusive and coordinated method for delivering these services. Task Force considerations will inform facilitation of discussions with the external Stakeholder Working Group consisting of local business, development, and community members. Additionally, as the Task Force and Stakeholders will be working in parallel, a framework document has been prepared to present current factual, technical details of existing stormwater programs and conditions across the County to inform each group's input and recommendations. Ultimately, recommendations of each group will be presented to the BOCC.

Sanitation District No. 1 of Northern Kentucky

As Environmental Compliance Manager, Samantha was responsible for implementation of Northern Kentucky's Regional Stormwater Management Program and implementation of SD1's Green Infrastructure Program. In this role, Samantha had oversight and coordination of teams responsible for development services, plan review, construction site and post-construction BMP inspections, illicit discharge detection and elimination, and pollution prevention. Samantha managed the development of Northern Kentucky's first post-construction stormwater treatment standard for new development and redevelopment projects which included analysis of historical data trends, cost-impact analysis, and stakeholder engagement. New regulations resulted in the development and update of several policies, technical standards, and guidance documents. Samantha performed significant annual and routine stakeholder engagement and facilitation regarding program delivery, regulatory compliance, and coordinated services for a variety of stakeholders including elected officials and leadership of over 30 municipalities, developers, engineers, special interest groups, and customers. Additionally, Samantha was responsible for numerous performance improvement initiatives resulting in streamlined plan review processes, inspection processes, and improved team relations through conflict resolution workshops and quarterly professional growth activities.

Other Relevant Experience

- Pittsburgh Water and Sewer Authority (PA) – Stormwater Utility and Policy Development
- Montgomery County Environmental Services (OH) - Meter-to-Cash Assessment
- Johnson City Water and Sewer Department (TN) – Warehouse Inventory and Operations Management Assessment
- City of Newark Division of Water and Wastewater (OH) – Customer Service Assessment
- Greene County Sanitary Engineering (OH) – Meter-to-Cash Assessment

Kelsey Engelking

PROJECT ANALYST (POLICY DEVELOPMENT)

Associate Consultant (Raftelis)



ROLE

Kelsey will provide support for policy development in conducting analyses and preparing deliverables.

PROFILE

Kelsey has a background in physics, chemistry, and sustainability as well as experience providing residential energy efficiency consulting. She also has experience working with local governments and the public. Kelsey joined Raftelis in 2019 as an associate consultant in management services.

KEY PROJECT EXPERIENCE

District of Columbia Department of Public Works (DC)

Raftelis was engaged by the District of Columbia in May 2018 to perform strategic planning development and workforce assessment services for the Department of Public Works, which consists of three administrations: Solid Waste Management, Parking Enforcement, and Fleet Services. One of the main drivers to engage Raftelis for these services was to prepare for imminent succession planning needs and help develop an organizational roadmap for the future. As part of the strategic planning process, Raftelis interviewed numerous DC-area stakeholder organizations and incorporated the feedback into the goals and strategies of the new strategic business plan. For the workforce planning portion of the engagement, Raftelis leveraged the new strategic business plan and assessed the organization's current workforce development needs. Kelsey assisted in the creation of strategic planning and implementation deliverables and was involved in workforce position description benchmarking.

Charlotte Water (NC)

Raftelis was engaged by Charlotte Water in 2019 to assist with the development of an updated five-year strategic plan. Charlotte Water provides water and wastewater services to the Mecklenburg County area in North Carolina. This engagement is designed to engage both the employees and a large number of Charlotte Water's key stakeholders and customers. Major activities include leadership interviews, online employee surveys, employee focus groups, and external interviews with key regional stakeholders. The resulting strategic plan will highlight a revised vision and mission, as well as the goal areas that Charlotte Water will chose to focus on for the next five years. Kelsey has assisted with workshops and focus groups, conducting stakeholder interviews, evaluating survey results, and deliverable creation.

City of Malibu (CA)

The City of Malibu (City) engaged Raftelis in 2019 to develop a financial plan and model for the City's general fund. Due to the Woolsey Fire in 2018, that damaged over 400 homes within the City, and a proposed ban on short term rentals, such as Airbnb rentals and VRBOs, the City desired the ability to evaluate its finances over the long term using a financial planning model that could be built to perform and evaluate different financial scenarios. Crises like a major wildfire, which reduced assessed property values in the City and necessitated expensive, ongoing response and recovery activities, and political considerations, such as ban on short term rentals, which would impact transient occupancy tax that has experienced rapid growth in recent years, have considerable impacts on a municipality's finances and strategic objectives.

Specialties

- Project management
- Data analysis
- CRM (salesforce.com)

Professional History

- Raftelis: Associate Consultant (2019-present)
- CLEARResult: Associate Program Manager (2015-2019); Energy Advisor (2013-2015)

Education

- Bachelor of Arts in Physics, University of Colorado at Boulder
- Bachelor of Arts in Chemistry, University of Colorado at Boulder
- certifications
- Building Analyst Professional Certification, Building Performance Institute (BPI)
- Undergraduate Energy Certificate, Renewable & Sustainable Energy Institute

Certifications

- AWWA Risk & Resiliency Certification (2020)

Professional Memberships

- AWWA

Raftelis worked with City staff to understand the City's general fund budget, expenditures, and overall financing activities to develop a model the City can use to inform its annual budget process and to evaluate impacts to its finances from external and internal factors. As part of the project, Kelsey assisted with building the financial model for the City.

Brownsville Public Utilities Board (TX)

In early 2019, Raftelis was retained by the Brownsville Public Utility Board (BPUB) to assist their organization with the development of an updated five-year strategic plan. BPUB is a large publicly owned electric, water, and wastewater service provider to over 180,000 customers in their service area. This engagement is a multi-year, designed to engage both the employees and a large number of the BPUB's key stakeholders and customers. Major activities include leadership interviews, online stakeholder surveys, employee focus groups, and Board workshops. Raftelis is also tasked with developing and delivering an online strategy management system that will allow the organization to continuously measure, monitor, and report organizational progress and performance as it implements its new strategic plan. Kelsey has been involved in building the dashboards for the online strategy management system and developing plans and tactics for the first year of implementation.

City of Sanford Public Works and Utilities Department (FL)

The City of Sanford's Department of Public Works and Utilities (Department) engaged Raftelis in 2019 to assist their organization with the development of a five-year strategic plan and identification of key performance indicators. The Department provides the citizens of Sanford with water, wastewater, stormwater, solid waste, and street maintenance services as well as providing fleet and facilities maintenance for the city. The Public Works and Water and Wastewater Utilities were merged recently, and the organization hopes to develop a strategic plan that will move the Department forward towards a shared vision. Major activities of the strategic plan include leadership and employee interviews, external interviews with stakeholders, employee focus groups, and an employee survey. The feedback will be incorporated into the goals and strategies of the resulting strategic plan. As part of developing key performance indicators, Raftelis is interviewing leadership to understand key processes of each division within the Department and will also be leveraging the strategic plan to identify objectives. Kelsey is assisting with workshops and focus groups, conducting interviews, evaluating survey results, identifying industry key performance indicators, and the creation of all deliverables and materials.

City of Tampa Water Department (FL)

Raftelis was engaged by the City of Tampa's Water Department (Department) to conduct an organizational assessment based on the effective utility management framework, and then to use the results to inform a new organizational strategic plan. Major activities included attribute and goal team meetings; analyzing employee-provided data to support assessment of performance gaps across the Department's operation; employee engagement efforts, including focus groups, individual interviews, and an online survey; and creating assessment and strategic planning deliverables. Based on the results of the organizational assessment, the Department elected to make employee engagement and development, customer and stakeholder satisfaction, operational resiliency, process optimization, and infrastructure stability its core focus areas for the next five-years and has initiated its strategic plan implementation effort. Raftelis also developed and delivered an online strategy implementation management model using the web-based Strategy Blocks system. Kelsey's role involved developing deliverables, including a workforce competency summary and the implementation plans for the first year of the strategic plan.

Municipality of Anchorage (AK)

Raftelis was engaged by the Municipality of Anchorage to conduct an organizational assessment of the Anchorage Water and Wastewater Utility (AWWU) and the Solid Waste Services Department (SWS) in 2019. The operating conditions for AWWU are unique given the harsh climate, relative remoteness of facilities, the seismic hazards in the region, and that it is a regulated utility. Additionally, AWWU and SWS are discussing areas for potential resource sharing within the two organizations. The ongoing project includes interviewing employees and leadership, reviewing staffing and service levels, and comparing organizational performance to peer organizations. Kelsey has assisted with employee interviews and benchmarking data research and collection.

Susana Villegas

PROJECT ANALYST (POLICY DEVELOPMENT AND TRANSLATION)

President (SVPR Communications)

ROLE

Susana will provide support for policy development in conducting analyses and preparing deliverables, as well as translation services.

PROFILE

Susana Villegas is President of SVPR Communications, a public relations firm specializing in strategic Spanish- and English-language communications and media services, crisis management, and community stakeholder engagement. Her firm helps clients in the areas of water, education, tourism, energy, economic development, cross-border commerce, news media, government, and affordable housing to create and deliver effective communications in Spanish and English in the San Diego-Tijuana regional media market. Her firm also specializes in helping organizations connect with the community leaders and mobilize community members in San Diego County. Susana has extensive experience in San Diego city government, political campaigns, and the non-profit sector. She served as Policy Advisor to then San Diego City Council President Ben Hueso and managed local campaigns for mayor, city council, school board, State Assembly, and ballot propositions. Susana was also Director of External Affairs for Casa Familiar, a non-profit organization serving the border communities of San Diego, California. She serves on the board of directors for the Sharp Chula Vista Medical Center, the Barrio Logan College Institute, the Chula Vista Chamber of Commerce, the Chula Vista Charitable Foundation, and the Olivewood Gardens and Learning Center. She is a member of the 2013-2014 class of the San Diego Policy Leadership Institute and was recognized as the 2018 Malin Burnham Most Admired Public Figure by Reality Changers, a non-profit organization. Born and raised in Mexico City, Susana has a degree in Communication Sciences from the Universidad del Valle. She is fluent in Spanish and English and is a certified interpreter.

KEY PROJECT EXPERIENCE

Sweetwater Authority, San Diego County, CA – Ongoing Communications and Stakeholder Consulting

Sweetwater Authority is a publicly-owned water agency that serves 190,000 people in the California communities of National City, Bonita, and Chula Vista. The Authority to build long-term visibility and a reputational profile as a sound fiscal manager, responsible steward of water resources, trusted community partner, and provider of service. SVPR and Raftelis customer, stakeholder, and media engagement that capitalized on Sweetwater Authority's operational strengths.



Specialties

- Certified English-Spanish translation
- Community outreach and stakeholder management
- Coalition-building and community partnerships
- Community leadership engagement
- English and Spanish media strategy, placement, and representation
- Digital and traditional media campaigns
- Reputation management
- Crisis communications
- Photography, video, and collateral production services

Professional History

- SVPR Communications: President (2014-present)
- Casa Familiar: Director of External Relations (2010-2014)
- Office of San Diego City Council President Ben Hueso, 8th District (2006-2010)
- Cornerstone Strategies, (2004-2006)

Education

- Bachelors of Arts in Communication Sciences – Universidad del Valle, Mexico City (1993)

Professional Memberships

- Sharp Chula Vista Medical Center, board of directors
- Chula Vista Chamber of Commerce, board of directors
- Chula Vista Charitable Foundation, board of directors
- Olivewood Gardens & Learning Center, board of directors
- Barrio Logan College Institute, board of directors
- San Diego Regional Chamber of Commerce, member
- Public Relations Society of America, member

Otay Water District, San Diego County, CA – Ongoing Communications and Stakeholder Consulting

Otay Water District (OWD) is a water, recycled water, and sewer service public utility providing service to approximately 224,000 customers in the southwestern San Diego County, California. OWD engaged SVPR to help drive public opinion in support of OWD's position on a recycled water rate dispute with the City of San Diego. SVPR engaged OWD staff experts to understand and translate a complicated rate issue for public stakeholder consumption and designed and executed a campaign to educate and mobilize community stakeholder groups, local decision-makers, and customers of the public utility.

Escondido Union School District, Escondido, CA – Ongoing Communications, Crisis Management, and Stakeholder Consulting

The Escondido Union School District administers twenty-three K-8 schools in the City of Escondido, California. SVPR provides crisis management communications and strategic media outreach services through high-quality rigorous instruction, a safe and secure environment, fiscal responsibility, and a collaborative and diverse culture which promotes creativity, responsibility, and trust among all stakeholders.

Casa Familiar, San Ysidro, CA – Ongoing Communications and External Affairs Consulting

For more than 30 years, Casa Familiar has provided the communities of San Ysidro, National City, and Chula Vista with more than 30 bilingual services, including direct classes, advocacy, civic engagement, affordable and transitional housing, and cultural activities. SVPR creates visibility to support Casa Familiar's programs, reputation, and strategic objectives through online media and local, state, and international media representation.

National City Tourism and Marketing District, National City, CA – Branding, Marketing, Advertising, and Communications Campaign

The National City Tourism and Marketing District was founded by the National City Chamber of Commerce to create a positive economic, fiscal, and employment impact on the local lodging industry comprised of twelve hotels. SVPR planned and executed a campaign comprised of traditional and online media marketing and advertising, new social media platforms (i.e. a new tourism focused website, video, and app), and earned media on National City news and attractions.

UETA Duty Free Americas, San Diego, CA – San Ysidro Port-of-Entry Mixed-use Development Outreach

UETA Duty Free Americas operates approximately 150 stores at international ports-of-entry across the globe. The San Ysidro port-of-entry store is the most lucrative among the UETA locations. UETA proposed a new mixed-use facility to serve the San Diego-Tijuana regional market. SVPR provided community stakeholder engagement and mobilization, media campaign, and press conference services.

San Diego Association of Governments (SANDAG), San Diego, CA – Household Travel Study

SANDAG is the regional transportation decision-making public agency for the county and 18 city governments in the County of San Diego. SANDAG's Regional Household Travel Survey was conducted in 2016-2017 to gather detailed information about local travel activities of local residents. SVPR developed and executed an outreach and engagement plan to identify and secure the representation of hard-to-reach segments of south San Diego County in the Travel Study.

Subject Matter Experts



Jim Armstrong
City Management and Administration
 Principal Consultant (Raftelis)

Prior to joining Raftelis, Jim had a long and successful local government career in four California cities. Most recently, he served as City Administrator of Santa Barbara from 2001 to 2014. During his tenure, he successfully led the City through the 2008-10 recession; completion of a General Plan update; two major wildland fires; and the dissolution of the City's Redevelopment Agency. He was instrumental in the creation of the City's Neighborhood Improvement Task Force and the South Coast Task Force on Youth Gangs. Santa Barbara also implemented a comprehensive performance management program under Jim's direction. After leaving government service, Jim has provided consulting services for several California cities and special districts. His assignments have included management studies, executive recruitments, and development of long-term financial plans. He is known for his extensive knowledge of local government finance, budgeting and financial analyses.



Henrietta Locklear, MPA
Utility Customer Assistance and Affordability
 Vice President (Raftelis)

Henrietta specializes in working with local government staff, stakeholders, and elected officials to identify solutions and implement programs to meet environmental and public health challenges. Henrietta is experienced in governmental financial analysis and planning. She is also experienced in all aspects of utility implementation, with particular focus on policy analysis and development, and data and billing system implementation. She has studied fee credit programs and served as project lead on credit program development for several large utilities. She also served as a project leader for the development and implementation of the Philadelphia Water Department's industry-leading Tiered Assistance Program (TAP). Henrietta has worked with more than 50 local governments on stormwater funding analyses, fee feasibility, or implementation projects. Her strengths include: policy analysis and development; research methods, including survey development and administration; data analysis; stakeholder facilitation; and strong written and oral communication skills. Recently, she has also focused on developing utility customer assistance and affordability programs.



Seth Garrison
Utility Management and Operations
 Senior Manager (Raftelis)

Seth has 25 years of experience leading, consulting with, and regulating utilities and public agencies of all sizes, both public and private. He combines over 15 years of hands-on experience as the former General Manager of a regional utility and as a board member of two water and wastewater utilities, with an additional 15 years of consulting experience advising several of the largest and best-known utilities in the U.S., the U.S. Agency for International Development (USAID), and several foreign governments on management, organizational development, operations and maintenance practices, and strategy. Seth has extensive knowledge of performance management techniques, advanced operations and maintenance practices, and change management frameworks.



Rebekka Hosken
Utility and City Finance
 Manager (Raftelis)

Rebekka offers over 25 years of local government management and consulting experience with a broad knowledge of all municipal operations. Before coming to Raftelis she led the finance and budget departments for two Southern California cities: La Cañada Flintridge and Simi Valley. She has experience in budget and finance, improving operations, leading inter-departmental teams, and implementing best practice programs and performance measures. An extremely organized project manager, she has experience in employee/team supervision, training, facilitation, budget preparation and financial analysis, performance management, organizational reviews, and employee development. Rebekka has excellent facilitation, training, and public outreach skills.

Scope of Work

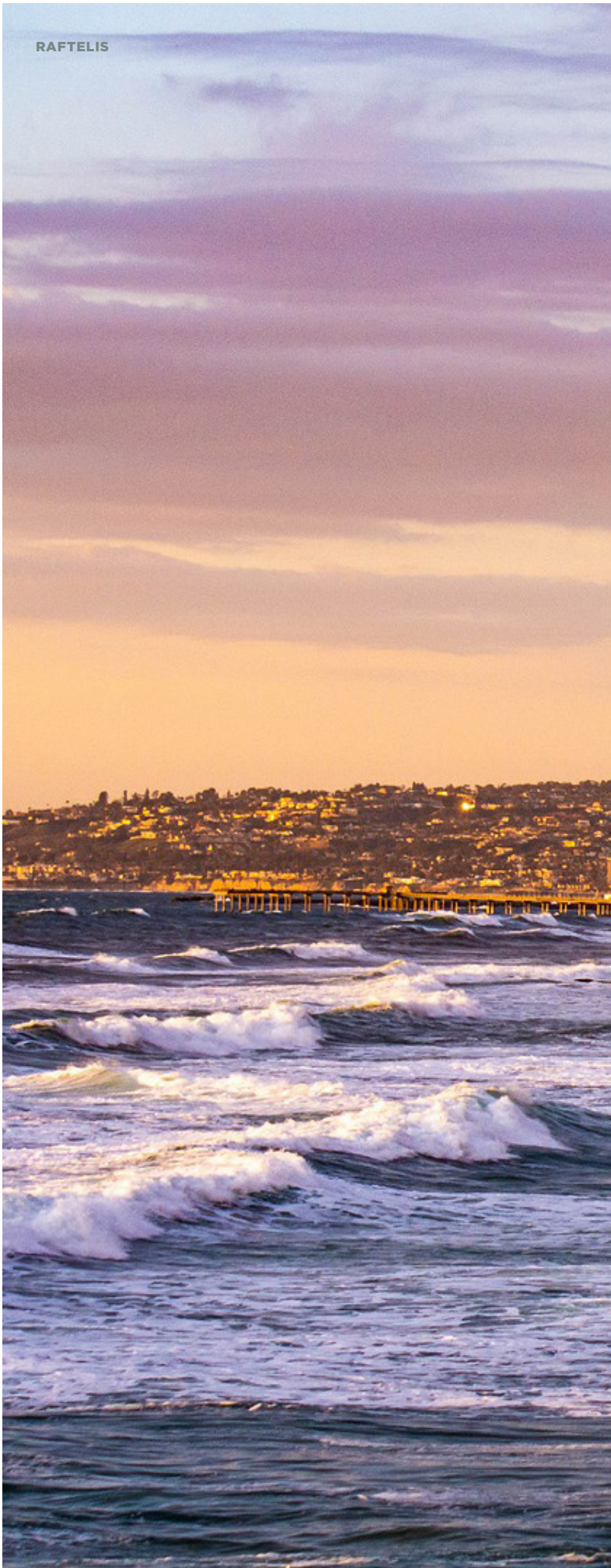
At their best, organizational policies support the activities of a utility, ensuring that customers and stakeholders are treated fairly and consistently, that staff are supported in carrying out their work on a day-to-day basis, and that the organization has clear guidance on what it should and should not be doing. Often, however, policies and their associated standard operating procedures (SOPs) are shelf documents – rarely referenced, updated on an ad-hoc and infrequent basis, and not comprehensive enough to truly support the organization. In many cases, having outdated policies can do more harm than good, committing the organization to act in a way that, for whatever reason, is no longer preferred.

The City of San Diego's Public Utilities Department (Public Utilities) is interested in conducting a policy and procedures review of its water and wastewater customer support business practices, with the ultimate outcome being an updated and more comprehensive Utility Billing, Account Management, and Collection Policy Manual.

Last updated in 2014, Public Utilities' Policy Manual provides guidance and consistency for the water utility customer support business processes. Changing customer needs and expectations, technologies, and state and local policies are driving the need to review and update Public Utilities' policy manual. This scope of services describes Raftelis' proposed approach for partnering with Public Utilities in this effort.

This sequence of activities, as laid out in Public Utilities' RFP, is well aligned with Raftelis' existing three-phase assessment structure of Engage, Assess/Compare, and Enhance. This methodology is routinely applied by Raftelis as part of our utility Operational Assessment Practice, and in this case, will focus on the meter-to-cash cycle. Much of what Public Utilities is asking for are services that Raftelis regularly provides to our utility clients.

Our proposed scope of work is as follows.

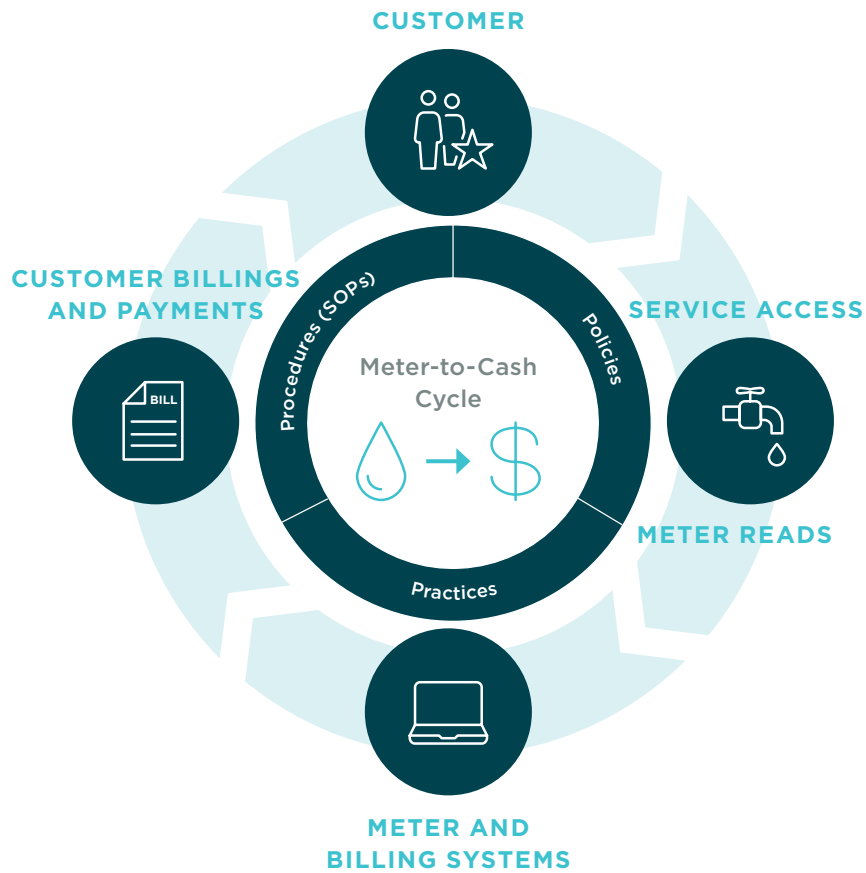


3-PHASE ASSESSMENT STRUCTURE



Raftelis Utility Meter-to-Cash Assessment Methodology

Our meter-to-cash assessment workflow provides a structured methodology for water utility customer service and account management business process examination.



PHASE 1
Engage: Project Initiation, Management, Document Review, and Kick-Off Workshop

This phase will initiate the project; confirm and validate project scope and timelines; and ensure the project proceeds deliberately, on time, within budget, and supports high-quality deliverables. The initial focus will be to review and evaluate the current state of Public Utilities’ meter-to-cash policies, documented procedures (SOPs), and status quo practices. Raftelis will host a kick-off workshop to build consensus on project focus areas, work already in progress, and appropriate stakeholders to engage throughout the policy and procedures review project. The workshop will be used to identify areas where significant changes to existing policies may be required.

Phase 1 will continue throughout the life of the project and include monthly updates with Public Utilities project sponsors to communicate project progress, discuss critical project junctures, and ensure project quality. Monthly project updates will be held via virtual video conference and follow with a written project update summary.

Objective

To ensure that Public Utilities’ project sponsors and the Raftelis project team are aligned and in agreement with the overall project’s goals, objectives, sequencing, and scheduling. This phase ensures an accurate inventory of the current state of Public Utilities’ customer

support operations through initial high-level comparison to industry norms and best practices.

Phase 1 Work Tasks:

- **Phase 1.1:** Prepare for and facilitate initial project team video conference call
- **Phase 1.2:** Review current 2014 policy manual and existing procedures (SOPs) documentation
- **Phase 1.3:** Prepare for and conduct formal project kick-off meeting (virtually or in person) to define objectives and validate project drivers with Public Utilities project sponsors
- **Phase 1.4:** Perform initial high-level gap analysis from norms using industry and peer utility standards
- **Phase 1.5:** Develop business process (policy and procedures) prioritization scheme for review
- **Phase 1.6:** Develop detailed stakeholder workshop schedule for review and finalization
- **Phase 1.7:** Hold monthly video conferences with project sponsors to provide project updates and ensure communication on key decisions

Phase 1 Deliverables

- Kick-off workshop summary (including a Project Charter)
- Develop Excel-based grouping of policies and SOPs
- Develop policy and SOP outline/template
- Develop detailed project schedule including all stakeholder workshops

PHASE 2
Assess/Compare: Policy and Procedures (SOPs) Development, Review, and Approval

Phase 2 activities represent the bulk of the work necessary to assess all of the current and proposed policies and procedures. The activities and focus associated with this phase will be broken down by Groups as Public Utilities desires, including:

Group A: Create Policies, Procedures, and ultimately an Implementation Plan that addresses the requirements associated with California Senate Bill 998. Based on this legislation, a separate policy and associated procedures for Public Utilities’ meter-to-cash business process is required. A growing number of public utilities are developing similar policy and procedural guidelines, principally driven by the COVID-19 pandemic. State and local government laws and ordinances preventing shut-offs due to non-payment are driving this need. Raftelis will leverage our knowledge of and involvement in current industry practices for the benefit of Public Utilities.

Group B: Policy Manual Review and Update for current processes. There are currently 14 specific policies contained within the 2014 Policy Manual. These policies will be reviewed, revised, and documented following the Phase 2 – Assess and Compare Workflow, as shown on the following page.

Group C: 12 additional policies are currently proposed for assessment as part of this engagement. Raftelis is familiar

with and has worked with other utilities to update and modernize many of these proposed additional policies. Raftelis will leverage this knowledge to serve as a starting point for discussion with Public Utilities.

Objective

To add, review, and update policies and SOPs for all current (14) and proposed new policies (which number 13 in total – including specific policy for CA SB 998) to develop an updated San Diego Public Utilities Policy Manual.

Phase 2 Work Tasks

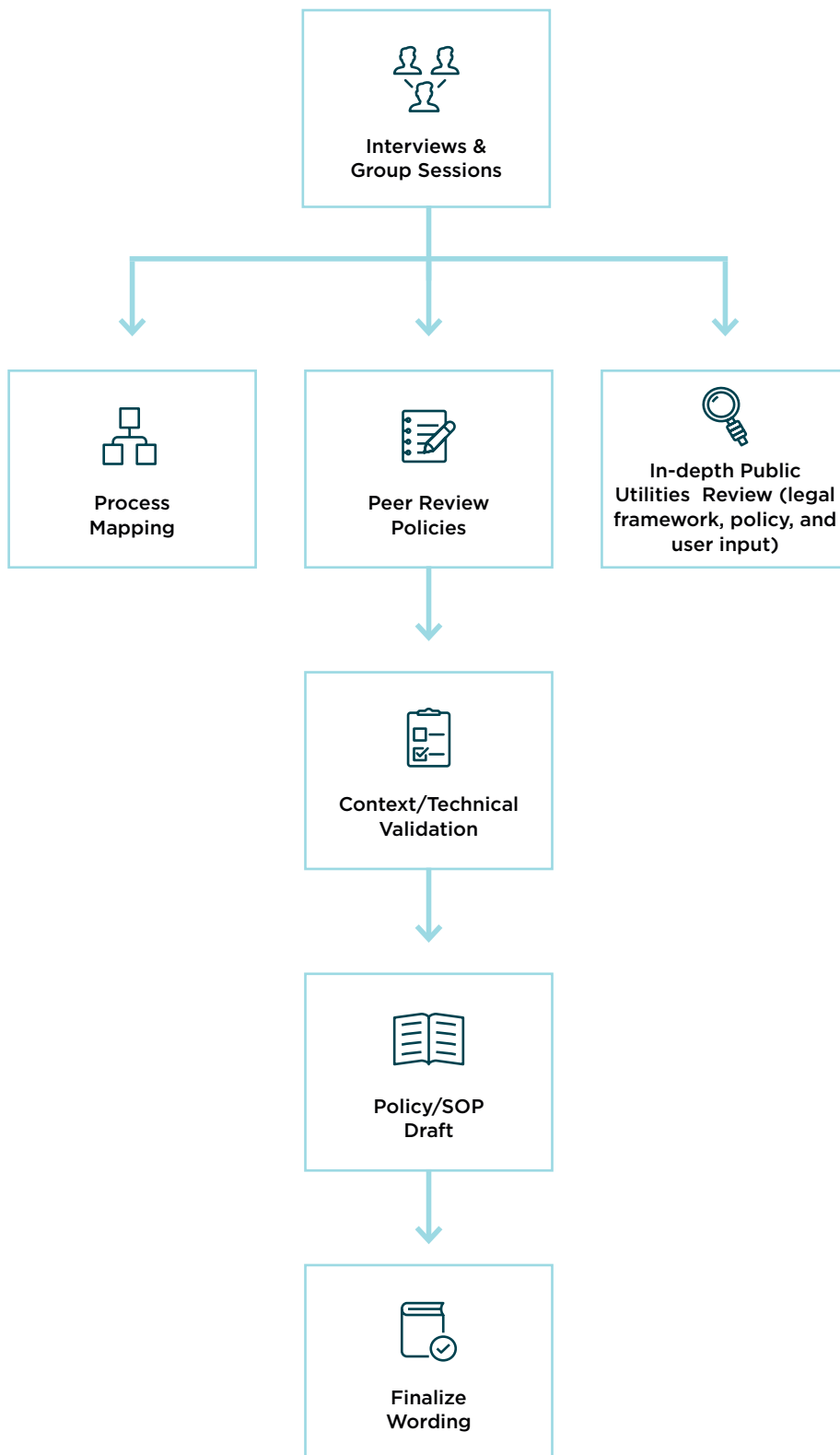
Phase 2.1: Create written policy to conform to California Senate Bill 998

Raftelis will carefully review California SB 998—Discontinuation of Residential Water Service—to further develop our understanding of the bill’s requirements for Public Utilities. From this review, and based on interviews with key Public Utilities staff, Raftelis will develop draft policy and procedural language. This draft language will be reviewed and discussed with select Public Utilities stakeholders and management.

Task Highlights:

- Review and analyze SB 998, relate it to Public Utilities’ current policies, and identify SOP connection points
- Develop SOPs to document the workflows for application of policy (see sample workflow diagram on the following page)
- Develop draft policy language
- Identify similar policies at peer utilities
- Hold workshop(s) with key Public Utilities staff to obtain feedback, revise, and enhance the draft

Phase 2: Assess and Compare Workflow



- Provide Public Utilities management with updated draft text and SOP for review
- Receive Public Utilities management feedback and update draft text
- Develop draft and final SB 998 Implementation Plan including all legislative requirements (multi-language availability, notifications, income level verifications, etc.)

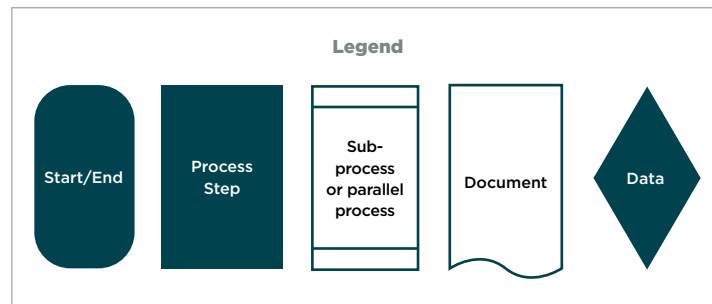
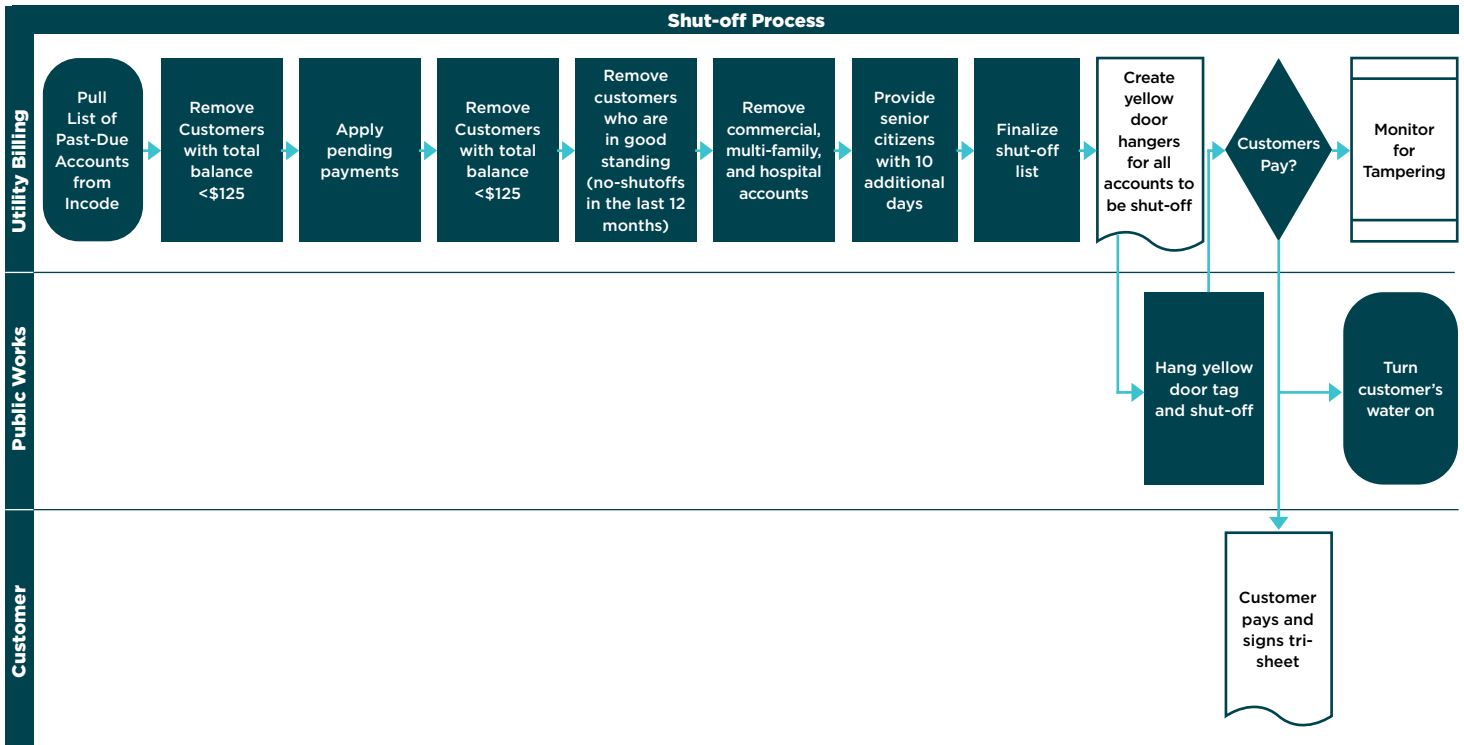
Phase 2.2: Existing Policy Review and SOP Development

Raftelis will carefully review all policies contained with the current version of the Public Utilities Manual. Based on this review and the gap analysis, Raftelis will use the policy and SOP outline/template created during Phase 1 to develop proposed revisions to existing policy language and develop SOPs. Raftelis will also develop business process workflows to document current and/or updated practices and application of each policy. Business process diagrams may be developed as standalone workflows or could include several combined business process workflows, depending on process interdependency.

Where changes to policies are needed to reflect current practices, we will identify opportunities for content reorganization, and/or recommendations for new content with the specific policy based on our knowledge of industry norms and best practices.

As part of this task Raftelis will plan for and host policy-specific workshops with key Public Utilities staff members. These workshops will engage Public Utilities staff around substantive proposed changes to the specific policy being reviewed. The format will likely vary depending

Sample Application of Policy Workflow



on policy area and engaged Public Utilities staff members, but Raftelis envisions starting each session with a brief overview of the policy and proposed changes, and then facilitating either small group or whole group discussions around the proposed changes. Raftelis will then document the groups’ reactions and feedback, and work to incorporate any changes necessary to the draft policy language. Raftelis recognizes the need for flexibility in approach, based on how the COVID-19 situation evolves,

and is prepared to complete this task in-person, virtually, or using a combination of approaches.

All work associated with this task will be presented and validated with Public Utilities management prior to finalization.

Task Highlights:

- Review and analyze existing policies and procedures
- Engage policy-specific subject matter experts to review and react to draft

updates to policy and procedures language

- As needed, compare and incorporate peer utility language or content in the proposed policy and procedure updates
- Convene Public Utilities staff to review draft policy language and procedures
- Validate proposed updates to current policy and procedures with Public Utilities management

Phase 2.3: New Policy Reviews and SOP Development

For all new policies and procedures, the process will be very similar to Phase 2.2. However, since current language (and likely procedural) documentation may not exist, Raftelis will develop proposed language, based on staff input on current and preferred practices, peer utility practices, and our team’s knowledge of industry best practices. Once draft language is developed for proposed new policies the



sequence of business process mapping, staff engagement, and management validation and approvals will follow.

Task Highlights:

- Develop a draft outline of necessary content for each policy and associated SOP
- Engage policy-specific subject matter experts to review and react to draft policy and procedures outline
- As needed, compare and incorporate peer utility language or content in the proposed new policy and procedures
- Develop draft language for new policies and procedures
- Convene Public Utilities staff to review draft new policy language and procedures
- Validate proposed new policy and procedure with Public Utilities management

Phase 2.4: Update and Finalize San Diego Public Utilities Utility Billing, Account Management, and Collection Policy Manual

Raftelis will incorporate feedback from all prior tasks and develop and present to the Public Utilities project team a full draft of the updated manual for review. Upon receiving feedback and comments, Raftelis will work to finalize the updated manual.

Task Highlights:

- Develop and present draft updated manual
- Incorporate feedback from the project team and Public Utilities management
- Incorporate feedback/comments and present final updated Public Utilities policy and procedure manual

Phase 2 Deliverables

- Policy and Implementation Plan for SB 998
- Policy Manual Update (including SOPs) – Current Policies

- Policy Manual Update (Including SOPs) – New Policies

PHASE 3 Enhance: Project Close Out and Training

Phase 3 activities are focused on effectively communicating and training staff on the updated Utility Billing, Account Management, and Collection Policy Manual. Raftelis will do this through a series of small workgroup (virtual or in-person) knowledge transfer sessions. These sessions will be designed to train Public Utilities' staff trainers using presentations and materials that will ensure that every policy update, or new policy created, is discussed and explained to ensure staff understanding and consistent application of policies and procedures. How policies are connected to each

other will be a highlight of this training.

Objective

To facilitate transfer of knowledge and dissemination of policy and procedural application to Public Utilities staff.

Phase 3 Work Tasks

- **Phase 3.1:** Prepare for and conduct a series of small workgroup training sessions
- **Phase 3.2:** Receive feedback and any final edits to policy and procedure manual
- **Phase 3.3:** Make any final modifications of policy and procedures manual
- **Phase 3.4:** Transfer all presentation and training materials (documents and presentations) to Public Utilities

Phase 3 Deliverables

- Final Public Utilities Billing (meter-to-cash) Policy and Procedures Manual
- Training Materials

Schedule

Raftelis will complete the scope of services within the timeframe shown in the schedule below.

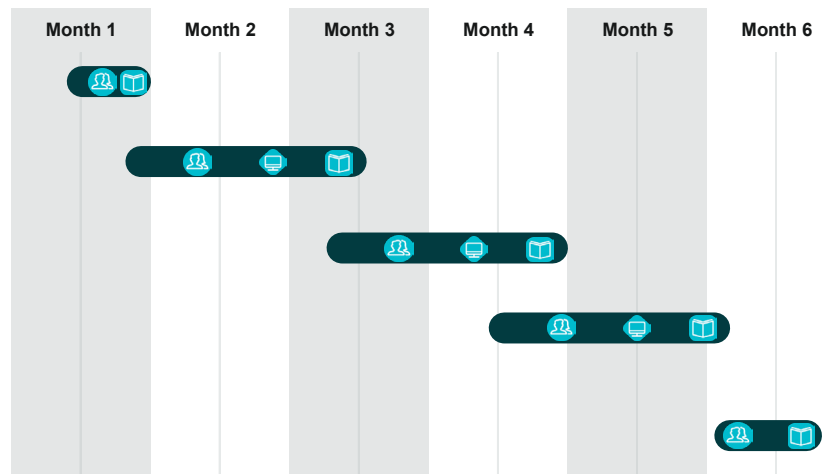
Phase 1 – Engage: Project Initiation, Management, Document Review, and Kick-Off Workshop

Phase 2 Group A – Assess/Compare: Policy and Procedures (SOPs) Development, Review, and Approval

Phase 2 Group B – Assess/Compare: Policy and Procedures (SOPs) Development, Review, and Approval

Phase 2 Group C – Assess/Compare: Policy and Procedures (SOPs) Development, Review, and Approval

Phase 3 – Enhance: Project Close-Out and Training



In-Person Meetings / Workshops

Web Meetings

Deliverables