

PROFESSIONAL SERVICES AGREEMENT

5-year EPA AWIA Recertification

This Professional Services Agreement (“Agreement”) is made by and between the **City of Farmers Branch, Texas** (“City”), and **Freese and Nichols, Inc.** (“Professional”) (each a “party” and collectively the “parties”), acting by and through their respective authorized representatives.

RECITALS

WHEREAS, City desires to engage Professional to perform certain work and services, hereinafter referred to only as “services”, as further specified in the Scope of Services defined in Section 1 of this Agreement; and

WHEREAS, Professional has expressed a willingness to perform said services in conformance with this Agreement.

NOW, THEREFORE, for and in consideration of the covenants and promises made one to the other herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Scope of Services

Upon written notice to proceed by City, Professional agrees to provide to City the **5-year EPA AWIA Recertification Services Required for Compliance** (“Project”), as set forth in the Scope of Services attached hereto as “**Exhibit A**” and incorporated herein by reference (the “Scope of Services”). Professional shall not be entitled to any claim for extra services, additional services or changes in the services without a written agreement with City prior to the performance of such services.

Section 2. Term of Agreement

The term of this Agreement shall begin on the last date of execution hereof (the “Effective Date”) and shall continue until Professional completes the services required herein and City has accepted the same, unless sooner terminated as provided in this Agreement.

Section 3. Professional’s Obligations

Performance of Services. Professional shall furnish and pay for all labor, tools, software, materials, equipment, supplies, transportation, and management necessary to perform the services. To the extent reasonably necessary, Professional may engage the services of any agents, assistants, or other persons that Professional may deem proper to assist in the performance of the services under this Agreement; provided, that Professional shall be responsible for all costs related thereto, except as expressly authorized in writing in advance by City.

Site Access. City will endeavor to provide such rights of access on any project site as may be reasonably necessary for Professional to perform any necessary studies, surveys, tests, or other required investigations in relation to the services; provided, that City shall have no obligation to (i) provide off-site access, (ii) provide access to private property for which City does not have an existing right to access, nor (ii) incur any costs associated with the access to be provided under this Agreement.

Standard of Care. Professional shall perform the services with the skill and care ordinarily provided by competent professionals practicing in the same or similar locality and under the same or similar circumstances and professional licenses. Professional shall be responsible for Professional quality, technical accuracy, and coordination of all services, including all Project Documents, designs, drawings, specifications, plans, reports, presentations, and all other services furnished by Professional under this Agreement. Professional shall, without additional compensation, correct or revise any errors or deficiencies in the services. Professional shall further make, without expense to City, such revisions to the Project Documents as may be required to meet the needs of City and which are within Professional's Scope of Services.

Additional Services. Should City require additional services not included under this Agreement, Professional shall make reasonable effort to provide such additional services in accordance with the fee schedule (set forth in **Exhibit A**) and within the time schedule prescribed by City; and without decreasing the effectiveness of the performance of services required under this Agreement.

No Waiver of City's Rights. Neither City's review, approval, acceptance of, nor payment for any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Professional shall be and remain liable to City in accordance with applicable law for all damages to City caused by Professional's negligent performance of any of the services furnished under this Agreement.

Independent Contractor. It is understood and agreed by and between the parties that Professional, while performing under this Agreement, is acting independently and that City assumes no responsibility or liabilities to any third party in connection with Professional's actions. All services to be performed by Professional pursuant to this Agreement shall be in the capacity of an independent contractor and not as an agent or employee of City. Professional shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement. There is no intended third-party beneficiary to this Agreement.

Inspection of Records. Professional grants City and its designees the right to audit, examine or inspect, at City's election, all of Professional's Records (defined below) relating to the performance of services under this Agreement, during the term of the Agreement and any retention period herein. City's audit, examination, or inspection of Professional's Records may be performed by a City designee, which may include its internal auditors or an outside representative engaged by City. Professional agrees to retain Professional's Records for a minimum of four (4) years following termination of the Agreement, unless there is an ongoing dispute under the contract; then, such retention period shall extend until final resolution of the dispute. "Professional's Records" shall include any and all information, materials and data of every kind and character generated in connection with the services under this Agreement. City agrees that it will exercise its right to audit, examine, or inspect Professional's Records during regular business hours unless City has provided advance written notice of an alternate time. Professional agrees to allow City and its designees access to all of Professional's Records, Professional's facilities, and the current or former employees of Professional, to the extent deemed reasonably necessary by City or its designee(s), to perform such audit, inspection, or examination.

Certification of No Conflicts. Professional hereby warrants to City that Professional has made full disclosure in writing of any existing or potential conflicts of interest related to Professional's services under this Agreement. In the event that any conflicts of interest arise after the Effective Date of this Agreement, Professional hereby agrees immediately to make full disclosure to City in writing.

Section 4. Performance Schedule

Time for Performance. Professional shall perform all services as provided for under this Agreement in a proper, efficient, timely, and professional manner in accordance with City's requirements. In the event Professional's performance of this Agreement is delayed or interfered with by acts of City or others, Professional may request an extension of time in conformance with this Section 4 for the performance of same as hereinafter provided but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.

Extensions; Written Request Required. No allowance of any extension of time, for any cause whatever (including an event of Force Majeure as defined herein below), shall be claimed or made to Professional, unless Professional shall have made a written request upon City for such extension within forty-eight (48) hours after the cause for such extension occurred, and unless City and Professional have agreed in writing upon the allowance of additional time to be made.

Section 5. Documents

Project Documents. All proposals, reports, studies, surveys, applications, drawings, plans, specifications, data, and other documents, whether in draft form or final form (including any electronic format) prepared by Professional and its employees, consultants, subcontractors, agents, or representatives (collectively referred to in this section as "Professional) for the use and/or benefit of City in connection with this Agreement ("Project Documents"). Professional shall be deemed the authors of their respective component of the Project Documents. Notwithstanding, upon payment by City as required by this Agreement, City shall own, have, keep and retain all rights, title, and interest in and to all Project Documents, including all ownership, common law, statutory, and other reserved rights, including copyrights (except copyrights held by Professional) in and to all Project Documents, whether in draft form or final form, which are produced at City's request and in furtherance of this Agreement. City shall have full authority to authorize any contractor(s), subcontractors, consultants, and material or equipment suppliers to reproduce applicable portions of the Project Documents to and for use in their execution of the services or for any other purpose. Acceptance and approval of the Project Documents by City shall not constitute nor be deemed a release of the responsibility and liability of Professional for the accuracy or competency of its designs, working drawings, specifications, or other documents; nor shall such approval be deemed to be an assumption of such responsibility by City for any defect in the designs, working drawings, and specifications, or any other documents prepared by Professional.

Professional's Documents. All previously owned intellectual property of Professional, including but not limited to any computer software (object code and source code), tools, systems, equipment or other information used by Professional or its suppliers in the course of delivering the Services hereunder, and any know-how, methodologies or processes used by Professional to provide the services or protect deliverables to City, including without limitation, all copyrights, trademarks, patents, trade secrets and any other proprietary rights inherent therein and appurtenant thereto ("Professional's Documents"), shall remain the sole and exclusive property of Professional. Notwithstanding, Professional agrees that City shall have the right to access to all such information and is granted the right to make and retain copies of Professional's Documents. City acknowledges that any

reuse of Professional's Documents without specific written verification or adaptation the by Professional will be at City's sole risk and without liability or legal exposure to Professional.

Confidential Information. Professional agrees it will notify City in writing if it considers specific information to be confidential or proprietary trade secrets and will use its best efforts to clearly mark all such information as "Confidential" and/or "Proprietary – Trade Secret" at the time it is delivered or made accessible to City. City acknowledges that all such designated information is considered by Professional to be confidential and the exclusive property of Professional. Notwithstanding the foregoing, Professional acknowledges that this Agreement and all services performed hereunder are subject to the legal requirements of the Texas Public Information Act and that City will have no obligation to protect or otherwise limit disclosure of any confidential or proprietary information if Professional has not notified City of such designation in conformance with this section. Professional agrees and covenants to protect any and all proprietary rights of City (or other persons) in any materials provided to Professional by City. Additionally, any materials provided to Professional by City shall not be released to any third party without the consent of City and shall be returned intact to City upon termination or completion of this Agreement if instructed to do so by City. In the event City delivers to Professional any information that has been expressly marked "Confidential" or has notified Professional is confidential or is the proprietary information of a third party, Professional agrees it shall not disclose to anyone directly or indirectly during the term of this Agreement or at any time thereafter, any such information, nor shall it use any such information for any purpose other than as reasonably necessary in connection with Professional's performance of the services under this Agreement. Professional shall further, at its own expense, defend all suits or proceedings instituted against City and pay any award of damages or loss resulting from an injunction against City, insofar as the same is based on any claim that materials or services provided under this Agreement constitute an infringement of any patent, trade secret, trademark, copyright or other intellectual property rights. Notwithstanding, the foregoing confidentiality obligations shall not extend to, and nothing herein shall limit either party's right to disclose any information provided hereunder which: (i) was or becomes generally available to the public, other than as a result of a disclosure by the receiving party or its personnel; (ii) was or becomes available to the receiving party or its representatives on a non-confidential basis, provided that the source of the information is not bound by a confidentiality agreement or otherwise prohibited from transmitting such information by a contractual, legal, or fiduciary duty; (iii) was independently developed by the receiving party without the use of any confidential information of the disclosing party; or (iv) is required to be disclosed by applicable law or court order.

Section 6. Payment

Compensation. Professional's compensation shall be as specified in the payment schedule set forth in Exhibit A; provided, that the total compensation under this Agreement shall not exceed \$80,000.00.

Payment Terms. City agrees to pay Professional for all services authorized in writing and properly performed by Professional in general conformance with the fee schedule set forth in **Exhibit A**, subject to changes in the Scope of Services or additional services agreed upon in writing. Unless otherwise agreed in writing, all payments to Professional by City shall be based on detailed monthly invoices submitted by Professional for work performed and accepted by City, less any previous payments. Payment will be due within thirty (30) days of City's receipt and acceptance of an approved invoice. Notwithstanding the foregoing, City reserves the right to delay, without penalty, any payment to Professional when, in the opinion of City, Professional has not made satisfactory progress on the Project as described in the Scope of Services.

Deductions. City may deduct from any amounts due or to become due to Professional any sum or sums owing by Professional to City. In the event of any breach by Professional of any provision or obligation of this Agreement, or in the event of the assertion by other parties of any claim or lien against City, or City's premises, arising out of Professional's performance of this Agreement, City shall have the right to retain out of any payments due or to become due to Professional an amount sufficient to completely protect City from any and all reasonably anticipated loss, damage or expense therefrom, until the breach, claim or lien has been satisfactorily remedied or adjusted by Professional.

Section 7. Default; Force Majeure

Default; Notice to Cure. A party shall be deemed in default under this Agreement if the party is in breach of a material provision of this Agreement and said breach is not cured within fifteen (15) days written notice of default by the other party. In the event the breaching party has notified the other party in writing that it is diligently working to cure the breach and has provided reasonable written evidence in support of the same, the breaching party shall not be deemed in default until the thirtieth (30th) day following the non-breaching party's notice of default.

Default by Professional. In addition to default under Section 7(a) above, Professional shall be in default under this Agreement if Professional fails to comply or becomes disabled and unable to comply with the provisions of this Agreement related to Professional's performance of the services, including the quality or character of the services or time of performance for any material component of the services. If such default is not corrected within ten (10) days from the date of City's written notice to Professional regarding the same, City may, at its sole discretion without prejudice to any other right or remedy:

Terminate this Agreement and be relieved of the payment of any further consideration to Professional except for all services determined by City to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of Professional to and from meetings called by City at which Professional is required to attend, but shall not include any loss of profit of Professional. In the event of such termination, City may proceed to complete the services in any manner deemed proper by City, either by the use of its own forces or by re-subletting to others; or

City may, without terminating this Agreement or taking over the services, furnish the necessary labor, materials, equipment, supplies and/or assistance necessary to remedy the situation, at the expense of Professional.

Force Majeure. To the extent either party of this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through stoppage of labor, riot, fire, flood, acts of war, insurrection, court judgment, or a government restriction, quarantine or mandatory closure order enacted in response to a pandemic or other public health crises, or other specific cause reasonably beyond the party's control and not attributable to its malfeasance, neglect or nonfeasance (each an event of "Force Majeure"), the time for performance of such obligation (other than a payment obligation) may be extended for a period equal to the time lost by reason such event, provided, that the party complies with the provisions of this section. Specifically, the party asserting Force Majeure (i) shall give prompt notice to the other party of the prevention of performance as soon as the asserting party is reasonably aware of such prevention, and (ii) has the burden of

demonstrating: (1) how and why their performance was so prevented, (2) the period of time during which they were so prevented from performing (which under the facts may be equal to, or shorter or longer than, the duration of the Force Majeure event itself), and (3) that the party used commercially reasonable efforts to mitigate and/or eliminate such prevention and resumed performance under this Agreement as soon as reasonably practicable.

Section 8. Termination; Suspension

Termination Upon Default. Either party may terminate this Agreement upon written notice if the other party is in default of this Agreement, subject to the defaulting party's right to cure in conformance with the terms of this Agreement.

Termination by City. City shall be entitled to terminate this Agreement, with or without cause, by providing thirty (30) days prior written notice to Professional.

Termination Following Request for Modification. Should City require a modification of this Agreement with Professional, and in the event City and Professional fail to agree upon a modification to this Agreement, City shall have the option of terminating this Agreement and Professional's services hereunder at no additional cost other than the payment to Professional, in accordance with the terms of this Agreement, for the services reasonably determined by City to be properly performed by Professional prior to such termination date.

Suspension. City reserves the right to suspend this Agreement for the convenience of City by issuing a written notice of suspension which shall describe City's reason(s) for the suspension and the expected duration of the suspension. Such expected duration shall, in no way, guarantee what the total number of days of suspension shall occur. Such suspension shall take effect immediately upon Professional's receipt of said notice. Should such suspension extend past the expected duration identified by City in its latest notice of suspension, Professional shall have the right to terminate this Agreement if (i) Professional provides not less than thirty (30) days prior written notice to City requesting to recommence the services, and (ii) City does not recommence the services within the time requested.

Section 9. Insurance

Professional shall during the term hereof maintain in full force and effect all policies of insurance reasonably required by City. Professional's obligation to provide acceptable certificates of insurance is a material condition precedent to this Agreement, and services under this Agreement shall not commence until certificates of insurance have been received, reviewed, and accepted by City. The minimum coverages and limits of liability for the policies of insurance required for the specific services under this Agreement are maintained by and accessible through City's purchasing department.

Section 10. Indemnification; Notice.

CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF PROFESSIONAL PURSUANT TO THIS AGREEMENT. PROFESSIONAL HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY INDEMNITEES") FOR DAMAGE TO ANY

PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY INDEMNITEES. PROFESSIONAL AGREES TO INDEMNIFY AND SAVE HARMLESS CITY INDEMNITEES FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, REASONABLE ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THE NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF PROFESSIONAL, ITS OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, CONTRACTORS, SERVANTS, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS, OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS, OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO THE NEGLIGENCE OR WILFUL MISCONDUCT OF A CITY INDEMNITEE, IN WHOLE OR IN PART, IN WHICH CASE PROFESSIONAL SHALL INDEMNIFY CITY INDEMNITEES TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO PROFESSIONAL, ITS OFFICERS, AGENTS, OR EMPLOYEES AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION).

Notices of Claim. Professional shall promptly advise City in writing of any claim or demand against City, related to or arising out of Professional's acts or omissions under this Agreement and shall see to the investigation of such claims or demand at Professional's sole cost and expense; provided, that City, at its option and at its own expense, may participate in such investigation without relieving Professional of any of its obligations hereunder. Professional's obligations under this section shall not be limited to the limits of coverage of insurance maintained or required to be maintained under this Agreement.

THE PROVISIONS OF THIS SECTION SHALL SURVIVE EXPIRATION OR TERMINATION OF THIS AGREEMENT FOR A PERIOD OF FOUR (4) YEARS.

Section 11. Notice.

All notices required by this Agreement shall be in writing and addressed to the parties at the addresses set forth on the signature page(s) of this Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this section). All notices shall be delivered by (a) personal delivery, (b) certified or registered mail (in each case, return receipt requested, postage prepaid), (c) nationally recognized overnight courier (with all fees pre-paid), or (d) email of a pdf document containing the required notice. Such notice or document shall be deemed to be delivered or given, whether actually received or not, (i) when received if delivered or given in person, (ii) if sent by United States mail, three (3) business days after being deposited in the United States mail as set forth above, (iii) on the next business day after the day the notice or document is provided to a nationally recognized carrier to be delivered as set forth above, or (iv) if sent by email, the next business day. A confirmation of delivery report that reflects the time that the email was delivered to the recipient's last notified email address is prima facie evidence of its receipt by the recipient, unless the sender receives a delivery failure notification indicating that the email has not been delivered to the recipient.

Section 12. Verifications by Professional

Professional's execution of this Agreement shall serve as its formal acknowledgment and written verification that:

if the requirements of Subchapter J, Chapter 552, Government Code, apply to this Agreement and Professional agrees that the Agreement can be terminated if Professional knowingly or intentionally fails to comply with a requirement of that subchapter;

pursuant to Texas Government Code Chapter 2271, that Professional's organization does not presently boycott Israel and will not boycott Israel during the term of this Agreement; and

pursuant to Texas Government Code Chapter 2274, that Professional's organization does not currently discriminate against firearm and ammunition industries and will not for the term of the contract. Discriminating means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations, specifically with the firearm or ammunition industry or with a person or entity doing business in the firearm or ammunition industry, but does not include an action made for ordinary business purposes.

Section 13. Miscellaneous

(a) Professional shall not assign or sublet this Agreement, in whole or in part, without the prior written consent of City. (b) Professional shall comply with all federal, state, county, and municipal laws, ordinances, resolutions, regulations, rules, and orders applicable to the services under this Agreement. (c) The laws of the State of Texas shall govern this Agreement; and the venue for any action concerning this Agreement shall be in the state district courts of Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said courts. (d) This Agreement contains the entire understanding of the parties with respect to the subject matter hereof, and there are no oral understandings, statements, or stipulations bearing upon the meaning or effect of this Agreement that have not been incorporated herein. (e) The exhibits attached hereto, if any, are incorporated herein and made a part hereof for all purposes. (f) Unless expressly provided otherwise herein, this Agreement may only be modified, amended, supplemented, or waived by a mutual written agreement of the parties. (g) In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it. (h) Any of the representations and obligations of the parties, as well as any rights and benefits of the parties pertaining to a period of time following the termination of this Agreement shall survive termination. (i) This Agreement may be executed by the parties in separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof, each signed by less than all but together signed by all of the parties. (j) Each party represents that it has full capacity and authority to grant all rights and assume all obligations granted and assumed under this Agreement. (k) Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK - SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the Effective Date.

For City:

CITY OF FARMERS BRANCH, TEXAS

By:

Ben Williamson
City Manager

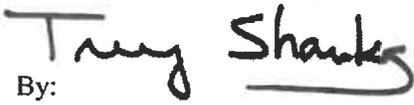
Date: 

Notice Address:

City of Farmers Branch
Attn: City Manager
13000 William Dodson Parkway
Farmers Branch, Texas 75234
benjamin.williamson@farmersbranchtx.gov

For Professional:

FREESE AND NICHOLS, INC.



By:

Trey Shanks
Vice President/Principal

Date: January 29, 2026

Notice Address:

Freese and Nichols, Inc.
Attn: _____
801 Cherry St. suite 2800
Fort Worth, Texas 76102
ts@freese.com

Approved as to form:

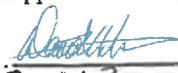

David Berman, City Attorney
[ap.11.7.25]

EXHIBIT A
SCOPE OF SERVICES

(attached)

SCOPE OF SERVICES

AWIA RISK & RESILIENCY ASSESSMENT AND EMERGENCY RESPONSE PLAN 2026 UPDATE FOR THE CITY OF FARMERS BRANCH

PROJECT UNDERSTANDING:

In 2021, Freese and Nichols, Inc. (FNI) supported the City of Farmers Branch (City) in completing and certifying an RRA and ERP in compliance with the 2018 American Water Infrastructure Act (AWIA), Section 2013. AWIA Section 2013 requires systems to routinely update the RRA and ERP and recertify these items every 5 years. For small public water systems, such as a city serving 3,300–49,999 people, the first recertification deadlines under AWIA are June 30, 2026, for the RRA, and December 31, 2026, for the ERP.

FNI is providing this proposal to offer engineering services in support of the review, update, and recertification of the water system's RRA and ERP to comply with the requirements of AWIA, Section 2013, and continue the City's commitment to the resilience of its water system.

This scope of work includes the major components below:

Basic Services – included in this scope and fee:

Task A – Project Management and Meetings

- Project Meetings
- Project Administration

Task B – RRA Update & Recertification

- Review and Revision of RRA
- Updated Cybersecurity Assessment
- Final RRA Documentation & Certification

Task C – ERP Update & Recertification

- ERP Update
- Final ERP Documentation & Certification

The certification of the RRA and ERP will be submitted by the City to the EPA. Certification of the RRA is due by June 30, 2026, and certification of the ERP is due by December 31, 2026.

The activities described in this scope of work will fully meet the EPA requirement to review and revise the City's RRA and ERP. If the City desires additional efforts to support resiliency or response planning outside of this scope of work (e.g., site visits, additional tabletop exercises, etc.) FNI will provide a separate scope and fee for these services upon request by the City for consideration and authorization as a contract amendment.

SCOPE OF SERVICES:

This project includes a review and update of the existing RRA and ERP, and a hosted workshop to gain the City's input on the updated data inputs for the RRA. Deliverables will include a brief Technical Memorandum (Technical Memo) describing the updated RRA and an updated ERP. Due to the sensitive nature of the content, the Technical Memo and updated ERP are recommended to be protected from public access within applicable law. Electronic document transfer for this project will be provided to the City through a secure file-sharing platform. Confidential documents will not be emailed.

ARTICLE I - BASIC SERVICES

Task A – Project Management and Meetings

1. Project Meetings

- a) Kickoff Meeting – FNI will conduct a virtual one-hour kickoff meeting with City staff to introduce the FNI project team and City's team participants, review the scope of services, project schedule, and communication approaches.
- b) Progress Meetings and Correspondence
 - i) Progress Meetings – Routine progress meetings will be held as one-hour virtual calls between the FNI project team and the City point of contact. These meetings will include an update on FNI's progress and a discussion of open action items to keep data requests and reviews moving.
 - ii) Correspondence – FNI will correspond with the City's point(s) of contact by email to address questions or follow up on project tasks, as needed, to advance the project and meet the regulatory deadlines.

c) Meeting responsibilities

For each project meeting and workshop, FNI will be responsible for:

- i) Developing and distributing the agenda in advance of the meeting
- ii) Moderating the discussion
- iii) Distributing meeting minutes and action items

For each project meeting and workshop, the City will be responsible for:

- i) Reviewing the agenda and securing the participation of relevant staff for each meeting
- ii) Reviewing meeting minutes and providing timely feedback to FNI
- iii) Addressing action items in a timely manner

2. Project Administration

FNI will perform general administrative duties for the Project, including planning, progress monitoring and reporting, scheduling, quality control/quality assurance, and invoicing. These duties include maintaining regular contact with the City to promptly meet its needs and executing work in accordance with the work plan, budget, and schedule.

Task A Deliverables:

1. FNI will provide meeting agendas and minutes within 7 days to summarize the discussion items, decisions, and action items.
2. Project invoices and monthly one-page reports summarizing project progress and next steps.

Task A Assumptions and Expectations:

1. City will invite the required staff to project meetings.

Task B – RRA Update & Recertification

1. Review and Revision of RRA

a) Data Review and Updated Risk Scoring

i) Data Review

FNI will develop an initial data request and list of questions based on the City's current RRA and ERP documents. The data request will include updates to the following:

- a) Utility Risk Index (URI) parameters
- b) Utility assets and associated threats
- c) Protective countermeasures, detection strategies, and mitigation
- d) Water System GIS Data (shapefiles, geodatabase)
- e) Emergency contacts and roles (internal and external) for the ERP
- f) Response procedures for the ERP

FNI will review the information received from the data request and may submit follow-up questions to City staff, consistent with the communication approach set in the kickoff meeting. City will be asked to provide the requested data within three weeks of the data request.

ii) Updated Risk Scoring

FNI will create a 2026 RRA spreadsheet to record updated inputs using the information gathered from the City and calculate updated Utility Risk Index (URI) and risk & resiliency scores for the utility. To update the inputs, FNI will:

- a) Add up to five new threat-asset pairs identified by the City in the data request
- b) Update consequence costs with inflation rates
- c) Update vulnerability scores per changed prevention measures reported in the data request
- d) Update threat likelihoods with current national threat information.

For new threat-asset pairs, FNI will use input from the City and the best available industry knowledge to assign threat, vulnerability, and consequence values. Any assumptions made will be highlighted and reviewed with the City during the RRA Workshop.

b) RRA Workshop

FNI will conduct a two-hour in-person workshop with the City's team to review the existing RRA. FNI will lead the workshop, which will cover the general activities below:

- i) Review of the previous RRA results
- ii) Discussion of the system's performance, observations and follow-up actions that occurred for any threats since the completion of the original RRA
- iii) Review of input values and assumptions, requesting input from the City
- iv) Updates to countermeasures, and additional potential countermeasures and mitigation, including risk reduction and resiliency improvement and rough-order-of-magnitude conceptual costs.

c) Updated RRA Spreadsheet and Technical Memo

Based on the workshop discussion, FNI will adjust inputs and assumptions in the RRA spreadsheet to generate updated risk scores. FNI will draft a brief Technical Memo summarizing the updates from the first RRA. The Technical Memo will review the following topics:

- i) Summary of work performed to update the RRA, including new or changed inputs for assets and threats
- ii) Summary of updated risk and resilience scores
- iii) Updated countermeasures and mitigation recommendations
- iv) Summary of cybersecurity assessment results (**Task B.2**)

FNI will provide the Technical Memo to the City for one round of review and comments, to be reviewed in the Final RRA Review Meeting (**Task B.3.a**).

2. Updated Cybersecurity Assessment

This task will be conducted concurrently with **Task B.1**, above, and will require involvement of IT, the City's SCADA team and relevant water system managers. FNI will conduct an updated cybersecurity assessment of the City's SCADA network and provide a summary of the AWWA Cybersecurity Tool results as a section of the RRA Technical Memo (**Task B.1.c**).

a) Cybersecurity Data Review

A document request will be submitted to collect information pertaining to the SCADA network. The request will include the following types of documentation:

- i) Number and types of PLCs, OITs, and other networked SCADA equipment
- ii) Number of PCs, printers, and other networked devices
- iii) Number and types of switches, firewalls, and other networking appliances
- iv) IP schemes used on the SCADA network
- v) A description of the endpoint protection, intrusion detection, and other network security applications

If documentation does not exist, it should not be developed for this project. The lack of documentation will be noted in the RRA Technical Memo (**Task B.1.c**). FNI will analyze the requested documentation prior to the Cybersecurity Workshop to understand the network scope and current policies and procedures and will review the information during the workshop.

b) Cybersecurity Evaluation Workshop

FNI will lead a virtual 2-hour workshop to understand the current use of the SCADA system and remote access and reporting requirements, evaluate recommended cybersecurity controls and their current implementation. The workshop attendees should include a representative from management, SCADA, and IT. During the workshop, the team will go through the AWWA Cybersecurity Assessment tool. The initial online questions will be answered to determine the required controls for the SCADA system network. Once the controls are downloaded, each control is discussed and rated based on the current implementation.

c) Cybersecurity Assessment Summary

FNI will provide a summary of the Cybersecurity Assessment results, including a list of recommended projects to address all priority one and two controls that are not fully implemented. For each project FNI will provide high-level scope and planning-level cost estimate and note project dependencies.

A draft summary will be provided for one round of City review and comment. FNI will conduct a 60-minute review (virtual meeting) with the cybersecurity team on the assessment findings and document additional comments as a part of the Final RRA Review (Virtual Meeting) in **Task B.3.a**. FNI will incorporate the City's feedback and provide the final cybersecurity summary as a section in the RRA Technical Memo (**Task B.1.c**).

3. Final RRA Documentation & Certification

a) Final RRA Review Meeting

FNI will share the updated RRA results and review the draft Technical Memo with the City during a 90-minute in-person review meeting. The purpose of this meeting is to present the updated results, discuss the Cybersecurity Assessment Summary (**Task B.2.c**), and gather final City feedback before finalizing the RRA Spreadsheet and Technical Memo.

b) Final RRA Documentation and Certification

Based on feedback received during the Final RRA Review, FNI will finalize the RRA Spreadsheet and Technical Memo. Note: Completion of the RRA Spreadsheet satisfies the AWIA requirement to recertify the RRA update. The Technical Memo, which summarizes the information for the City's use, is not required for recertification. FNI will provide the final RRA Spreadsheet to the City by June 30, 2026, and will aim to deliver the final Technical Memo by that date as well. If revisions to the RRA are still being finalized during the week of the December 31 deadline, the Technical Memo will be completed afterward, but no later than January 31, 2026.

c) RRA Certification Support

EPA's portal requires a utility employee to perform the certification. FNI will assist the City through a virtual work session to complete and submit the certification of the RRA through the online EPA portal before the recertification deadline. A copy of the certification will be maintained in the final RRA report.

Task B Deliverables:

1. Slides, agenda, and minutes from the RRA Workshop, Cybersecurity Assessment and Final RRA review meeting – provided electronically.
2. Technical Memo summarizing the results of the RRA – provided electronically.
3. RRA spreadsheet (excel) provided as an attachment to the Technical Memo.
4. Cybersecurity Assessment Summary, provided as an appendix to the Technical Memo

Task B Assumptions and Expectations:

1. City will provide available data within 3 weeks of receiving the data request and any follow-up information from the workshop or Final RRA meeting within 2 weeks of those meetings. If requested information is not provided within these timeframes, FNI will proceed with completion of the RRA using information available from previous RRAs, data already provided, and reasonable assumptions based on current industry standards to support compliance with regulatory deadlines.
2. City will recertify the RRA using EPA's portal before June 30, 2026.

Task C – ERP Update & Recertification

For this task, FNI will perform an audit and provide recommended updates for the City's ERP. FNI recommends that the City perform the update of the ERP document because it is beneficial for City staff to be in contact with their critical partner organizations and suppliers to update contact information, and it helps City staff become familiar with the organization and content of the plan. Following the City's update of the plan, FNI will perform a final review and provide certification support to the City to recertify the City's ERP to the EPA.

1. ERP Update**a) Initial ERP Audit and Markup**

- i) FNI will conduct an audit of the City's ERP to verify it complies with the requirements of AWIA Section 2013 and to identify content that should be updated based on the results of the updated RRA. FNI will provide ERP markups with descriptions of recommended updates for the City to incorporate into the ERP.
- ii) FNI will host a meeting to review the recommendations resulting from the ERP Audit. The meeting will include a discussion of recommended updates and information needed for the City to complete the updates. The meeting may include a discussion of the usefulness of the current ERP and the overlap of information with other emergency documents.

b) Development of Updated Content

- i) Updated detection measures, protocols, and checklists identified as a result of the RRA will be provided for incorporation into the ERP. FNI may include up to 10 pages of additional recommended text to assist with other recommended updates. Review and discussion of the updated content created by the City or FNI will be reviewed in a one-hour virtual progress meeting, if needed.

2. Final ERP Documentation and Certification

- a) ERP Review Meeting
 - i) Following the update and incorporation of new content into the ERP, FNI will review the final plan and provide one round of comments. A final ERP meeting will be held to discuss comments on the final ERP, review plans for continued training and exercises on the plan, and the recertification process
- b) Recertification support
 - i) Recertification is required to be completed by the City through the EPA online portal. FNI will assist the City through a virtual work session to complete and submit the certification of the ERP. A copy of the certification will be maintained with the City's ERP document.

Task C Deliverables

1. FNI will deliver one copy of the audited ERP for the City's update, provided electronically.
2. FNI will provide review comments on the City's Final Updated ERP document – provided electronically.

Task C Assumptions and Expectations:

1. City will perform the updates to the ERP document, including updating contact information, applying the markups, and additional language provided by FNI.
2. City will complete the ERP Certification using EPA's portal before December 31, 2026.

ARTICLE II – RESPONSIBILITIES OF THE CITY

City shall perform the following in a timely manner so as not to delay the services of FNI:

- A. Designate in writing a person to act as City's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to FNI's services for the project.
- B. Provide all criteria and full information as to City's requirements for the project.
- C. Assist FNI by placing at FNI's disposal all available information pertinent to the project including previous reports and any other data related to the project.
- D. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.
- E. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as City deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay, or cause rework in, the services of FNI.

ARTICLE III - ADDITIONAL SERVICES

FNI can additionally render the following professional services, which are not included in the proposal described above, in connection with the development of the project if authorized as a separate amendment by the City.

Task AS.1 – Cybersecurity IRP Development and Training

FNI will develop an Incident Response Policy, Plan, and Procedures in compliance with National Institute of Standards and Technology (NIST) Special Publication 800-53 (NIST 800-53).

1. Information Review and Gap Analysis

FNI will issue a data request for existing incident response policies, plans, and procedures and review to identify gaps between current practices and NIST 800-53 guidelines. A summary report of the results will be provided to the City for one round of review and comment.

2. Incident Response Plan Development

FNI will develop a draft Incident Response Policy based on NIST 800-53 guidelines. The draft will be provided to policy stakeholders and feedback will be incorporated into a final version. FNI will assist with questions during the City's internal policy approval process.

FNI will develop the structure and components of the Incident Response Plan and Procedures. The plan will clearly define the roles and responsibilities of the incident response team and establish incident classification categories, and response strategies.

Procedures will be developed to document step-by-step response strategies for incident detection, analysis, containment, eradication, recovery, and post-incident activities.

The draft plan policies and procedures will be provided to policy stakeholders, and feedback will be incorporated into a final version.

3. Documentation and Handover

FNI will compile all final documents, including the Incident Response Policy, Plan, and Procedures. Finalized documents will be provided to the City for their use.

4. Training Support

FNI will provide training materials for City managers and cybersecurity leads to use for training internal staff on the updated cybersecurity policies and procedures. Training materials will be in the form of a 2-page handout, slides and a cybersecurity awareness flier. FNI will facilitate one 60-minute virtual work session to guide City leadership on how to deliver internal training. The training session will be recorded and provided along with the training materials.

Task AS.1 Deliverables:

1. Summary of results of the Gap Assessment against NIST 800-53 standard.
2. Final Draft Incident Response Plan, Policies and Procedures— provided electronically.
3. Final Incident Response Plan, Policies and Procedures – provided electronically.
4. Training materials: handouts, slides, and an awareness flier, and a recording of the training session for City leaders – provided electronically.

Task AS.1 Expectations and Assumptions

1. City will provide existing plans, policies and procedures related to cybersecurity on the City's network and SCADA systems **by March 31, 2026**.

- FNI will provide one virtual training on the training and awareness materials developed and how to issue training within the City and its cybersecurity stakeholders. City managers and supervisors will conduct in-City training and awareness outreach.

Task AS.2 – Cybersecurity Tabletop Exercise

FNI will conduct a 3-hour in-person tabletop exercise to validate the effectiveness of the Incident Response Plan and Procedures. Participants should include stakeholders from operations, IT, SCADA, management, communications and the emergency operations center. Two scenarios will be developed for the tabletop exercise, along with follow-up questions and prompts to facilitate discussion.

An after-action review will be performed to identify lessons learned and areas for improvement. FNI will provide updates to the Incident Response Plan and Procedures based on exercise outcomes and feedback. If this service is selected, the exercise and following updates will be completed prior to the final documentation handover in **Task D.3**, above.

Task AS.2 Deliverables:

- Tabletop Exercise Plan document outlining the purpose, roles and structure of the exercise, and the detailed scenarios and related discussion questions. – Provided electronically, and hard copies were provided for use in the exercise.
- Slides and minutes from the tabletop exercise. – provided electronically.
- Updated IRP documents – provided electronically.

Task AS.2 Expectations and Assumptions

- City is responsible for coordinating with and securing attendance of key stakeholders including IT, SCADA, Operations, management, emergency operations and communications teams.

ARTICLE IV – COMPENSATION AND TIME OF COMPLETION

The Basic Services are proposed as a lump sum of sixty-nine thousand two hundred twenty dollars (\$69,220). FNI recommends completing this Scope of Services within 12 months of notice to proceed (NTP) and with task deadlines as shown in the table below. To meet AWIA regulations, the RRA certification should be completed by the City before June 30, 2026, and the ERP certification should be completed before December 31, 2026.

TASK	SERVICE TYPE	FEE	SCHEDULE
A – Project Management & Meetings	Basic	\$17,411	NTP – Dec 2026
B – RRA Update & Recertification Support	Basic	\$42,558	NTP – Jun 2026
C – ERP Update & Recertification Support	Basic	\$9,251	Jul 2026 – Dec 2026
BASIC SERVICES SUBTOTAL	Basic	\$69,220	
GRAND TOTAL		\$69,220	