

CITY OF CAPITOLA
PROFESSIONAL SERVICES AGREEMENT
Update of the City's Emergency Operational Plan
Franklin Frawley Think Tank, LLC

THIS AGREEMENT is entered into on September 11, 2025, by and between the City of Capitola, a Municipal Corporation, hereinafter called "City" and Franklin Frawley Think Tank, LLC, hereinafter called "Consultant".

WHEREAS, City desires certain services described in Appendix One and Consultant is capable of providing and desires to provide these services;

NOW, THEREFORE, City and Consultant for the consideration and upon the terms and conditions hereinafter specified agree as follows:

SECTION 1
Scope of Services

The services to be performed under this Agreement are for the update of the City's Emergency Operational Plan and further detailed in Appendix One.

SECTION 2
Duties of Consultant

All work performed by Consultant, or under its direction, shall be sufficient to satisfy the City's objectives for entering into this Agreement and shall be rendered in accordance with the generally accepted practices, and to the standards of, Consultant's profession.

Consultant shall not undertake any work beyond the scope of work set forth in Appendix One unless such additional work is approved in advance and in writing by City. The cost of such additional work shall be reimbursed to Consultant by City on the same basis as provided for in Section 4.

If, in the prosecution of the work, it is necessary to conduct field operations, security and safety of the job site will be the Consultant's responsibility excluding, nevertheless, the security and safety of any facility of City within the job site which is not under the Consultant's control.

Consultant shall meet with Sarah Ryan, Chief of Police, called "Director," or other City personnel, or third parties as necessary, on all matters connected with carrying out of Consultant's services described in Appendix One. Such meetings shall be held at the request of either party hereto. Review and City approval of completed work shall be obtained monthly, or at such intervals as may be mutually agreed upon, during the course of this work.

SECTION 3
Duties of the City

City shall make available to Consultant all data and information in the City's possession which City deems necessary to the preparation and execution of the work, and City shall actively aid and assist Consultant in obtaining such information from other agencies and individuals as necessary.

The Director may authorize a staff person to serve as his or her representative for conferring with Consultant relative to Consultant's services. The work in progress hereunder shall be reviewed from time to time by City at the discretion of City or upon the request of Consultant. If the work is satisfactory, it will be approved. If the work is not satisfactory, City will inform Consultant of the changes or revisions necessary to secure approval.

SECTION 4

Fees and Payment

Payment for the Consultant's services shall be made upon a schedule and within the limit, or limits shown, upon Appendix Two. Such payment shall be considered the full compensation for all personnel, materials, supplies, and equipment used by Consultant in carrying out the work. If Consultant is compensated on an hourly basis, Consultant shall track the number of hours Consultant, and each of Consultant's employees, has worked under this Agreement during each fiscal year (July 1 through June 30) and Consultant shall immediately notify City if the number of hours worked during any fiscal year by any of Consultant's employees reaches 900 hours. In addition each invoice submitted by Consultant to City shall specify the number of hours to date Consultant, and each of Consultant's employees, has worked under this Agreement during the current fiscal year.

SECTION 5 Changes in Work

City may order major changes in scope or character of the work, either decreasing or increasing the scope of Consultant's services. No changes in the Scope of Work as described in Appendix One shall be made without the City's written approval. Any change requiring compensation in excess of the sum specified in Appendix Two shall be approved in advance in writing by the City.

SECTION 6 Time of Beginning and Schedule for Completion

This Agreement will become effective when signed by both parties and will terminate on the earlier of:

- The date Consultant completes the services required by this Agreement, as agreed by the City; or
- The date either party terminates the Agreement as provided below.

Work shall begin on or about September 15, 2025.

In the event that major changes are ordered or Consultant is delayed in performance of its services by circumstances beyond its control, the City will grant Consultant a reasonable adjustment in the schedule for completion provided that to do so would not frustrate the City's objective for entering into this Agreement. Consultant must submit all claims for adjustments to City within thirty calendar days of the time of occurrence of circumstances necessitating the adjustment.

SECTION 7 Termination

City shall have the right to terminate this Agreement at any time upon giving ten days written notice to Consultant. Consultant may terminate this Agreement upon written notice to City should the City fail to fulfill its duties as set forth in this Agreement. In the event of termination, City shall pay the Consultant for all services performed and accepted under this Agreement up to the date of termination.

SECTION 8 Insurance

Consultant shall procure and maintain for the duration of the contract and for ____ years thereafter, 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 by the Consultant, his agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001).
2. Insurance Services office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California, and Employer's Liability Insurance.
4. Professional (Errors and Omissions) Liability insurance appropriate to the consultant's profession. Architects' and engineers' coverage shall include contractual liability.

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

- | | |
|--|---|
| 1. General Liability:
(including operations,
products and completed
operations) | \$1,000,000 per occurrence and \$2,000,000 in
aggregate (including operations, for bodily injury,
personal and property damage. |
| 2. Automobile Liability: | \$1,000,000 per accident for bodily injury and
property damage. |
| 3. Employer's Liability Insurance | \$1,000,000 per accident for bodily injury and
property damage. |
| 4. Errors and Omissions
Liability:
Limits | \$1,000,000 per claim and \$2,000,000 in the
aggregate. |

Other Insurance Provisions

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Capitola, its officers, officials, employees and volunteers are to be covered as additional insured's as respects: liability arising out of work or operations performed by or on behalf of the Consultant or automobiles owned, leased, hired or borrowed by the Consultant.
2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled except after prior written notice has been given to the City.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Capitola** for all work performed by the Contractor, its employees, agents and subcontractors.

Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements affecting coverage by this clause. The endorsements should be on forms provided by the City or on other than the City's forms provided those endorsements conform to City requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

SECTION 9 Indemnification

For General Services: To the fullest extent permitted by law, Consultant agrees to indemnify, defend, and hold harmless the City, its directors, officers, employees from and against any and all claims, demands, actions, liabilities, damages, judgments, or expenses (including attorneys' fees and costs) arising from the acts or omissions of Consultant's employees or agents in any way related to the obligations or in the performance of services under this Agreement, except for design professional services as defined in Civil Code § 2782.8, and except where caused by the sole or active negligence, or willful misconduct of the City.

For Design Professional Services under Civil Code §2782.8: To the fullest extent permitted by law, Consultant agrees to indemnify, defend, and hold harmless the City, its directors, officers, and employees

from and against any and all claims, demands, actions, liabilities, damages, or expenses (including attorneys' fees and costs) arising from the negligence, recklessness, or willful misconduct of the Consultant, Consultant's employees, or agents in any way related to the obligations or in the performance of design professional services under this Agreement as defined in Civil Code §2782.8, except where caused by the sole or active negligence, or willful misconduct of the City. The costs to defend charged to the Consultant relating to design professional services shall not exceed the Consultant's proportionate percentage of fault per Civil Code §2782.8 and against all claims, damages, losses, and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Consultant, Consultant's employees, agents or subcontractors, except where caused by the active negligence, sole negligence, or willful misconduct of the City.

SECTION 10

Civil Rights Compliance/Equal Opportunity Assurance

Every supplier of materials and services and all consultants doing business with the City of Capitola shall be in compliance with the applicable provisions of the Americans with Disabilities Act of 1990, and shall be an equal opportunity employer as defined by Title VII of the Civil Rights Act of 1964 and including the California Fair Employment and Housing Act of 1980. As such, consultant shall not discriminate against any person on the basis of race, religious creed, color, national origin, ancestry, disability, medical condition, marital status, age or sex with respect to hiring, application for employment, tenure or terms and conditions of employment. Consultant agrees to abide by all of the foregoing statutes and regulations.

SECTION 11

Legal Action/Attorneys' Fees

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which he or she may be entitled. The laws of the State of California shall govern all matters relating to the validity, interpretation, and effect of this Agreement and any authorized or alleged changes, the performance of any of its terms, as well as the rights and obligations of Consultant and the City.

SECTION 12

Assignment

This Agreement shall not be assigned without first obtaining the express written consent of the Director after approval of the City Council.

SECTION 13

Amendments

This Agreement may not be amended in any respect except by way of a written instrument which expressly references and identifies this particular Agreement, which expressly states that its purpose is to amend this particular Agreement, and which is duly executed by the City and Consultant. Consultant acknowledges that no such amendment shall be effective until approved and authorized by the City Council, or an officer of the City when the City Council may from time to time empower an officer of the City to approve and authorize such amendments. No representative of the City is authorized to obligate the City to pay the cost or value of services beyond the scope of services set forth in Appendix Two. Such authority is retained solely by the City Council. Unless expressly authorized by the City Council, Consultant's compensation shall be limited to that set forth in Appendix Two.

SECTION 14
Miscellaneous Provisions

1. *Project Manager.* Director reserves the right to approve the project manager assigned by Consultant to said work. No change in assignment may occur without prior written approval of the City.
2. *Consultant Service.* Consultant is employed to render professional services only and any payments made to Consultant are compensation solely for such professional services.
3. *Licensure.* Consultant warrants that he or she has complied with any and all applicable governmental licensing requirements.
4. *Other Agreements.* This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter, and no other agreement, statement or promise related to the subject matter of this Agreement which is not contained in this Agreement shall be valid or binding.
5. *City Property.* Upon payment for the work performed, or portion thereof, all drawings, specifications, records, or other documents generated by Consultant pursuant to this Agreement are, and shall remain, the property of the City whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information and reference in connection with the City's use and/or occupancy of the project. The drawings, specifications, records, documents, and Consultant's other work product shall not be used by the Consultant on other projects, except by agreement in writing and with appropriate compensation to the City.
6. *Consultant's Records.* Consultant shall maintain accurate accounting records and other written documentation pertaining to the costs incurred for this project. Such records and documentation shall be kept available at Consultant's office during the period of this Agreement, and after the term of this Agreement for a period of three years from the date of the final City payment for Consultant's services.
7. *Independent Contractor.* In the performance of its work, it is expressly understood that Consultant, including Consultant's agents, servants, employees, and subcontractors, is an independent contractor solely responsible for its acts and omissions, and Consultant shall not be considered an employee of the City for any purpose.
8. *Conflicts of Interest.* Consultant stipulates that corporately or individually, its firm, its employees and subcontractors have no financial interest in either the success or failure of any project which is, or may be, dependent on the results of the Consultant's work product prepared pursuant to this Agreement.
9. *Notices.* All notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given and fully received when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed to the respective parties as follows:

CITY
CITY OF CAPITOLA
420 Capitola Avenue
Capitola, CA 95010
831-475-7300

CONSULTANT
Name
Address
Phone

By: _____
Benjamin Goldstein, City Manager

By: _____
Jim Frawley, Franklin Frawley Think
Tank LLC

Dated: _____

Dated: _____

Approved as to Form:

Samantha Zutler, City Attorney

APPENDIX ONE
Scope of Services



City of Capitola

Emergency Operations Plan (EOP)

Modernization and Implementation Strategy

with Statement of Work (SOW)

Submitted by:

Jim Frawley, President/CEO
4768 Soquel Drive, Suite 281
Soquel, CA 95073
831-277-2761
jim@franklinfrawley.com

Executive Summary

The City of Capitola's current Emergency Operations Plan (EOP) requires comprehensive modernization to align with contemporary federal and state regulatory standards and emergency management best practices. Initial analysis reveals significant opportunities for enhancement while building upon existing foundational strengths.

The current EOP, organized as a summary or outline format with basic sections and minimal supporting documentation, requires a significant rewrite into a professional emergency management framework organized following CPG 101 structure. This modernization effort will produce detailed hazard-specific annexes, an in-depth demographic vulnerability analysis, and will facilitate the production of a variety of critical supporting documents currently identified as missing from the existing plan.

The modernization effort will transform Capitola's emergency management framework from a basic compliance document into a professional-grade emergency operations plan that serves as a model for contemporary emergency management practices. This transformation will ensure full regulatory compliance, enhance operational capabilities, and position the city to better serve the community's diverse needs during emergencies and disasters.

Comprehensive Work Products and Deliverables

Base Plan Transformation Specifications

Current State: Summary and outline format document with basic compliance elements.

Target State: Comprehensive emergency operations plan following CPG 101 structure.

The base plan rewrite will include:

- **Section I: Purpose, Scope, Situation, and Assumptions**, incorporating comprehensive demographic analysis, detailed hazard assessment, and systematic planning assumptions
- **Section II: Concept of Operations**, providing detailed operational frameworks for all emergency management phases
- **Section III: Organization and Assignment of Responsibilities**, including detailed department role matrices aligned with California Emergency Functions and Federal Emergency Support Functions

- **Sections IV-X:** Direction and control, mutual aid, communications, administrative practices, plan maintenance, authorities, and terminology

Development of Priority Hazard-Specific Annexes and EOP Manual

Development of key annexes that establish operational procedures, clearly define roles and responsibilities, and provide functional guidance to enhance coordination.

- 1) **Earthquake Annex:** Seismic risk assessment incorporating regional fault systems; detailed response procedures for significant seismic events; building inventory analysis; infrastructure impact assessment; coordinated response with USGS ShakeAlert system; and integration with regional earthquake response plans.
- 2) **Tsunami Annex:** Coastal hazard assessment incorporating potential regional tsunami sources and inundation modeling; general evacuation procedures for near-field and far-field tsunami events; vulnerable population and critical facility inventory; coastal infrastructure and lifeline impact assessment; response and post-event search and rescue operations; and integration with regional tsunami response plans.
- 3) **Severe Weather Annex:** Multi-hazard approach covering flooding, extreme heat/cold events, severe storms; climate change adaptation strategies; infrastructure protection protocols; coordination with National Weather Service warning systems; and vulnerable population protection strategies for weather-related emergencies.

Emergency Operations Center Manual: Detailed EOC activation procedures for all levels; position-specific job action sheets for all SEMS functions; communication protocols and equipment procedures; resource management and tracking systems; coordination mechanisms with field operations, Department Operations Centers (as appropriate), and external agencies; and comprehensive deactivation and after-action reporting procedures.

Project Implementation Strategy and Statement of Work

Phase One: Foundation Development

Data Collection and Analysis

- Conduct a comprehensive demographic analysis using current Census data, state databases, and local community organization input
- Complete hazard risk assessment incorporating current seismic data, fire risk mapping, flood studies, and climate change projections
- Gather stakeholder input through structured interviews with all department heads and partner agency representatives

Regulatory Compliance Assessment

- Complete systematic review of all federal, state, and local requirements, creating a comprehensive compliance matrix
- Identify specific gaps in current compliance with recent California legislative mandates

Deliverables: Comprehensive data analysis report, regulatory compliance matrix, stakeholder assessment summary

Phase Two: Base Plan Development

Situation Overview and Planning Assumptions

- Complete Section I development, incorporating comprehensive demographic vulnerability indicators
- Finalize comprehensive hazard assessment with probability matrices and impact analysis
- Develop systematic planning assumptions addressing community, operational, and government coordination factors

Concept of Operations

- Complete Section II, addressing all emergency management phases with detailed operational procedures

- Integrate NIMS/SEMS frameworks with specific local implementation procedures
- Develop emergency management cycle procedures for prevention, mitigation, preparedness, response, and recovery

Organization and Responsibilities

- Complete Section III with detailed department role matrices aligned with CA-ESF and ESF frameworks
- Develop a comprehensive EOC organizational structure with three activation levels [Level Three (Yellow), Level Two (Orange), Level One (Red)]
- Create succession planning and cross-training requirements for all emergency management positions

Remaining Base Plan Sections

- Complete Sections IV-X, addressing direction and control, mutual aid, communications, administrative practices, plan maintenance, authorities, and terminology
- Integrate all regulatory requirements throughout plan elements
- Develop a comprehensive cross-reference system and quality assurance procedures

Deliverables: Complete base plan following CPG 101 structure.

Phase Three: Priority Annexes Development

Earthquake Annex Development

- Comprehensive seismic risk assessment incorporating multiple fault systems and ShakeAlert integration
- Detailed response procedures for significant seismic events with infrastructure impact analysis
- Recovery and continuity operations with regional coordination protocols

Tsunami Annex Development

- Coastal hazard assessment incorporating potential regional tsunami sources and inundation modeling

- General evacuation procedures for near-field and far-field tsunami events
- Vulnerable population and critical facility inventory with coastal infrastructure and lifeline impact assessment
- Response and post-event search and rescue operations integrating with regional tsunami response plans

Severe Weather Annex Development

- Multi-hazard analysis covering flooding, extreme heat, severe storms, with climate change considerations
- Infrastructure protection protocols and National Weather Service coordination procedures
- Vulnerable population protection strategies for weather-related emergencies

EOC Manual Development

- Detailed activation procedures for all EOC levels with specific staffing requirements
- Position-specific job action sheets for all SEMS functions and coordination protocols
- Resource management systems and comprehensive deactivation procedures

Deliverables: Four comprehensive annexes providing detailed operational guidance.

Phase Four: Integration and Finalization

Stakeholder Review and Approval Process

- Internal stakeholder review, including all City departments and key partner agencies
- City Manager review with recommendation development for City Council consideration
- City Council presentation, adoption, and distribution to regional partners

Deliverable: Complete modernized EOP ready for approval and adoption by City Council

Expected Community Benefits and Long-Term Value

Enhanced Emergency Management Capabilities

The modernized Emergency Operations Plan will provide Capitola with significantly enhanced emergency management capabilities across all phases of the emergency management cycle. Comprehensive operational procedures will improve response coordination and reduce confusion during emergency events through systematic activation procedures and detailed job action sheets.

Enhanced stakeholder engagement will strengthen community resilience through improved public-private partnerships, comprehensive volunteer coordination, and systematic coordination with faith-based and community organizations. The systematic approach to addressing vulnerable populations will ensure equitable emergency services delivery and improved outcomes for historically underserved communities through culturally competent procedures and accessible communication systems.

Regulatory Compliance and Funding Eligibility

Full compliance with federal and state requirements will ensure Capitola's continued eligibility for disaster assistance funding, including FEMA Public Assistance, Individual Assistance, and Hazard Mitigation Grant Programs. Enhanced compliance with Americans with Disabilities Act requirements will reduce legal liability while improving services for community members with disabilities and access and functional needs. Integration of recent California legislative requirements will ensure the City meets evolving state expectations while positioning Capitola for state disaster assistance eligibility.

Professional Recognition and Regional Leadership

The comprehensive modernization effort will establish Capitola as a regional leader in emergency management best practices through the development of a model plan that other jurisdictions can reference for their own modernization efforts. The professional-grade plan will serve as a demonstration of excellence in public safety and community resilience, enhancing the City's reputation and providing opportunities for regional collaboration.

This leadership position will provide opportunities for enhanced mutual aid partnerships, shared resource development, and regional coordination initiatives that strengthen overall emergency management capabilities. The modernized plan will position Capitola to effectively contribute to Santa Cruz County Operational Area initiatives while ensuring

local needs receive appropriate attention and resources through systematic coordination procedures.

Conclusion

The modernized EOP represents a transformation from basic regulatory compliance to comprehensive emergency management excellence. The systematic enhancement from a crosswalk document to a professional framework with supporting documentation demonstrates Capitola's commitment to protecting all community members through equitable, accessible, and professionally managed emergency services.

This investment in community resilience will provide lasting benefits through enhanced emergency management capabilities, full regulatory compliance, and regional leadership in emergency management best practices. The detailed implementation timeline ensures a structured approach to the development of all required components while maintaining realistic stakeholder engagement throughout the modernization process.

The resulting framework will serve current and future residents through comprehensive emergency management capabilities that address the full spectrum of hazards facing Capitola while ensuring equitable services for all community members regardless of age, disability, language, cultural background, or socioeconomic status. This modernization effort establishes a foundation for continuous improvement and adaptation to evolving risks, regulatory requirements, and community needs, ensuring Capitola maintains emergency management excellence into the future.

Cost Proposal

MILESTONE/DELIVERABLE	ESTIMATED HOURS	FFP COST
Kick-off Meeting		
Kick-off Meeting and Project Initiation Deliverable: Clear understanding of project expectations, scope, timeline, and deliverables.	20	\$3,500
Phase I		
Foundation Development Deliverable: Comprehensive data analysis report, regulatory compliance matrix, stakeholder assessment summary	50	\$8,750
Phase II		
Base Plan Development Deliverable: Complete base plan following CPG 101 structure	110	\$19,250
Phase III	65	\$11,375
Priority Annexes Development Deliverable: Four comprehensive annexes providing detailed operational guidance		
Phase IV	12	\$2,100
Integration and Finalization Deliverable: Complete modernized EOP ready for approval and adoption by City Council		
SUBTOTAL LABOR	257	\$44,975
OTHER DIRECT COSTS / EXPENSES		\$0
TOTAL FFP COST TO CITY OF CAPITOLA		\$44,975

Other Direct Costs (ODCs)/Expense Explanation

A line-item breakdown of estimated expenses to include travel is in the **Cost Proposal** above. Travel costs were estimated using federal government per diem rates for lodging, meals and incidentals. Reproduction, Logistics/ Supplies includes estimated supplies and support materials necessary for the conduct of meetings and other project support elements. Franklin Frawley Think Tank does not add G&A load onto our expenses /other direct costs (ODCs).

FRANKLIN FRAWLEY THINK TANK RATE/LABOR CATEGORY SCHEDULE*

LABOR CATEGORY	HOURLY RATE
Administration & Operations Specialist	\$65.00

LABOR CATEGORY	HOURLY RATE
Organizational & Visual Analyst I	\$85.00
Organizational & Visual Analyst II	\$125.00
Analyst I	\$70.00
Analyst II	\$80.00
Analyst III	\$105.00
Senior Analyst I	\$110.00
Senior Analyst II	\$120.00
Senior Analyst III	\$137.50
Senior Analyst IV	\$145.00
Senior Analyst V	\$165.00
Project Manager	\$175.00
Deputy Project Manager I	\$150.00
Deputy Project Manager II	\$175.00
Quality Assurance/Quality Control Manager	\$175.00
SME I	\$115.00
SME II	\$125.00
SME III	\$195.00
SME IV	\$225.00
SME V	\$300.00
Associate Consultant	\$250.00
Consultant	\$300.00
Senior Consultant	\$400.00
Lead Consultant	\$500.00
* Billing category description may not match the role or title FFTT Team personnel have on a project	

Assumptions

In addition to the responsibilities of the City implied in its contract with FFTT, the following assumptions were used to develop the approach, schedule, and cost for this effort:

1. During the period of performance, the FFTT Team will be provided any specific plans, forms, templates or policy documents, to include external partner agency resources as required, requested by name within five (5) days of the date of the request, unless otherwise agreed upon in advance by the FFTT Team.
2. At his or her discretion, the main contract or project point of contact from the City of Capitola will likely solicit the input of any project stakeholders in the review of the draft contract deliverables. This process must resolve any conflicts, consolidate feedback from project stakeholders and provide actionable comments within five (5) business days of draft deliverable submission, or as specified in the proposal or mutually agreed. The lack of comments from stakeholders by the end of the review period implies approval of the draft deliverable.

3. Failure to provide timely reviews may result in delayed production and delivery of project deliverables or require contract modification accordingly.
4. FFFT assumes that it may adjust the staffing levels (e.g., hours per person and/or rate) and personnel within the scope of the contracted amount to best accommodate the needs of the project.
5. FFFT assumes in the event the budgeted Expense/ODC is not expended on non-labor costs, and/or labor efficiencies are gained through scheduling resolution, that there will be no reduction in the FFP total for the contract.

APPENDIX TWO

Fees and Payments

For the services performed, City will pay consultant on a not-to-exceed, lump sum basis upon satisfactory completion of the services and delivery of work products. Payments will be issued monthly as charges accrue, the sum of consultant's salary expenses and non-salary expenses.

Consultant hereby represents and warrants, based upon Consultant's independent determination of the time and labor, including overtime, which will be required to perform said services, that Consultant will provide all said services at a cost which will not exceed the maximum price set forth in this agreement for Consultant's services. Consultant hereby assumes the risk that Consultant will perform said services within this maximum price constraint and Consultant acknowledges that its inability to do so shall not excuse completion of the services and shall not provide a basis for additional compensation.

Salary expenses include the actual direct pay of personnel assigned to the project (except for routine secretarial and account services) plus payroll taxes, insurance, sick leave, holidays, vacation, and other fringe benefits. The percentage of compensation attributable to salary expenses includes all of Consultant's indirect overhead costs and fees. For purposes of this Agreement, Consultant's salary expenses and non-salary expenses will be compensated at the rates set forth in the fee schedule attached to this appendix and in accordance with the terms set forth therein. Non-salary expenses include travel, meals and lodging while traveling, materials other than normal office supplies, reproduction and printing costs, equipment rental, computer services, service of subconsultants or subcontractors, and other identifiable job expenses. The use of Consultant's vehicles for travel shall be paid at the current Internal Revenue Service published mileage rate.

Salary payment for personnel time will be made at the rates set forth in the attached fee schedule for all time charged to the project. Normal payroll rates are for 40 hours per week. Consultant shall not charge the City for personnel overtime salary at rates higher than those set forth in the attached fee schedule without the City's prior written authorization.

In no event shall the total fee charged for the scope of work set forth in Appendix One exceed the total budget of \$45,000 (Forty Five Thousand Dollars and Zero Cents), without specific, written advance authorization from the City.

Payments shall be made monthly by the City, based on itemized invoices from the Consultant which list actual costs and expenses. Such payments shall be for the invoice amount. The monthly statements shall contain the following affidavit signed by a principal of the Consultant's firm:

"I hereby certify as principal of the firm of Franklin Frawley Think Tank, LLC that the charge of \$_____ as summarized above and shown in detail on the attachments is fair and reasonable, is in accordance with the terms of the Agreement dated August 28, 2025, and has not been previously paid."