

Date:	June 23, 2025			
Client:	City of Needles			
Address:	Rainie Torrance Utility Manager City of Needles 817 Third Street Needles, CA 92363			
Project:	Joint Pole Analysis and Cost of Service Analysis			
Payment:	For services furnished, the Client shall pay K. R. Saline & Associates, PLC, upon submission of monthly invoices, an amount equal to the sum of all billed hourly charges for consulting services or the fixed project amounts specified in Exhibit B.			
Standard Pr	rovisions: (See Exhibit A)			
Services:	The Consulting Services (Exhibit B) for the optimized utilization of Joint Use Poles Analysis.			
Rates:	Hourly rates for services are d	etailed in Exhibit C.		
Approved for CLIENT		Approved for CONSULTANT		
Ву:		By: Jan		
Title:		Title: Senior Project Manager		
Date:		Date: 6/23/2025		

#### STANDARD PROVISIONS

- 1. The Consultant shall be a consultant and advisor to the Client as an independent contractor and shall not be an employee of the Client.
- 2. The Consultant represents that the services furnished under this Agreement will be in accordance with generally accepted professional practices. No other warranty or guarantee, expressed or implied, is made with respect to the services furnished under this Agreement, and all implied warranties are hereby disclaimed.
- 3. Consultant agrees to carry errors and omissions insurance at all times during the term of this Agreement. In the event such insurance is in force, the Client agrees that the total liability of the Consultant to the Client for any and all claims, whether caused by negligence, errors, omissions, strict liability, breach of contract or contribution or indemnity claims based on third party claims, shall not exceed proceeds of insurance required to be maintained under this Agreement.
- 4. Either party may terminate this Agreement at any time by giving ten (10) days' written notice to the other party. In the event of termination, Client shall pay Consultant for all services rendered to the date of termination.
- 5. All documents, notes, and other data prepared by Consultant under this Agreement ("Work Products"), except for computer programs and spreadsheets, are the property of both the Consultant and Client. The Work Products (except for computer programs and spreadsheets) will be made available to Client, upon request, for review and copying during the term of this Agreement and for two years following the termination of this Agreement.

Except as specifically provided to the contrary in this Agreement, all computer programs, computer codes, and documents related thereto ("Computer Software") developed by or used by the Consultant in conjunction with the Consultant's work under this Agreement, shall remain the sole and exclusive property of the Consultant and Client shall have no right or title to or interest in such Computer Software. In the event the Consultant releases any such Computer Software to the Client, the Client shall protect the confidentiality of such Computer Software and shall not release or divulge such Computer Software to any other person or organization or let any other persons or organization use such Computer Software. In the event the Client allows such Computer Software to be used by others, the Client shall indemnify and hold harmless the Consultant from all liability or expense arising from such use.

# Joint Pole Use Analysis Increased Time for Data Analysis for Cost of Service Analysis

#### I. JOINT USE POLE ANALYSIS

The purpose of this analysis is to assess costs associated with ownership, maintenance, and third-party usage of joint poles, as well as to evaluate cost recovery mechanisms and potential rate updates.

Not to exceed amount for this project without prior client approval is \$5,000.

### II. ADDITIONAL TIME AND DATA ANALYSIS

Additional cost to cover extended labor for data analysis as it pertains to the cost of service analysis.

Not to exceed amount for this project without prior client approval is \$2,500.

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### **PROFESSIONAL HOURLY RATES FOR 2025**

On an as-requested basis, based upon actual hours of services at the following hourly rates (1)(2):

Kent	Simer	<b>Senior Analyst</b>	\$260
Daniel	Pritchard	<b>Senior Analyst</b>	\$240
Ashley	Blank	Analyst	\$150

- (1) Plus all out-of-pocket expenses directly chargeable to the work including travel and subcontractors.
- (2) The above hourly rates will be adjusted periodically as our costs to provide our services change.