

June 10, 2020

Ms. Gayle Cook, City Manager
City of Seabrook
1700 1st Street
Seabrook, TX 77586

Re: **FY 2020 Open Services Agreement Amending Original Project Budget**

Dear Ms. Cook:

Based on our conversations with you and your staff, it is our understanding that the City of Seabrook ("City") is interested in engaging NewGen Strategies & Solutions, LLC ("NewGen") to assist the City with continuing to review and update our previous rate study analysis including changes related to FY 2021 budget preparation and potential wholesale water changes, and possibly additional services relating to the financial management of the City, which may include General and/or Enterprise Funds.

The amendment is necessary given the extended timeframe of the project and some additional efforts to date relating to wholesale cost analysis. This open services agreement is meant to simplify the administration of our consulting services and allow NewGen to continue working with the City on rate options and help in other areas as may be requested.

This assistance may include, but is not limited to, the following:

- Updating water and wastewater rate and/or fee analyses including as-needed rate model modifications;
- Review of Wholesale Rates and Charges and contractual assistance, as may be requested, with wholesale providers;
- Professional services related to Strategic Financial Planning;
- Presentation and/or discussion of rate and/or fee concepts and analyses results with key stakeholders and the public;
- Participation and/or presentation in meetings with customers, decision-makers, and/or key stakeholders;
- Other services as may be requested.

Assistance provided to the City will be performed at the direction of Mike Gibbs or other designated City staff. As services are requested and performed, NewGen will invoice the City on a monthly basis for actual hours worked at our then applicable hourly billing rates, plus out of pocket expenses incurred at cost. Hourly rates and other payment terms will match the original agreement.

Costs incurred by NewGen under this agreement will not exceed \$8,000 without prior written authorization of the City. NewGen shall not be required to furnish services or incur expenses above \$8,000 without prior written authorization and additional funding committed by the City.

Mr. Gayle Cook
June 10, 2020
Page 2

This agreement is subject to cancellation by the City with thirty (30) days prior written notice provided to NewGen. In the event of cancellation, all labor and expense charges incurred by NewGen through the date of cancellation will be considered due at the time notice of cancellation is delivered, regardless of work product and/or engagement status.

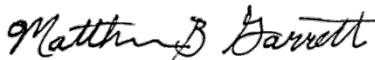
All payments made under this engagement should be remitted to:

NewGen Strategies and Solutions, LLC 275 W. Campbell Rd, Suite 440 Richardson, Texas 75080
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By executing this letter, you agree that the services rendered by NewGen will be performed in accordance with instructions or specifications received by the City and will be provided with the degree of skill and judgment exercised by recognized professionals performing services of similar nature and consistent with the applicable industry best practices.

If this letter and its terms and conditions are acceptable, please execute one copy and return to our Richardson, Texas office. If you should have any questions regarding this letter and/or require additional information, please contact Matthew Garrett at 972.675.7699 or Chris Ekrut at 972.232.2234.

Very truly yours,



Matthew B. Garrett
Director, NewGen Strategies & Solutions

City of Seabrook, Texas

Accepted By (Signature): _____

Name (Printed): _____

Title: _____

Date: _____