

NAPA NCGSA AGREEMENT NO. 230312B

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of this _____ day of _____, _____, by and between NAPA COUNTY GROUNDWATER SUSTAINABILITY AGENCY and its Board of Directors, hereinafter referred to as “NCGSA”, and SCI Consulting Group a California corporation, whose mailing address is 4745 Mangels Blvd. Fairfield, CA94534, hereinafter referred to as “CONTRACTOR”;

RECITALS

WHEREAS, NCGSA wishes to obtain specialized services, as authorized by Government Code section 31000, in order to evaluate options and make recommendations for the establishment of fee, special tax or benefit assessment to fund implementation of Napa County’s Groundwater Sustainability Program. Depending on the outcome of the evaluation and recommendations, CONTRACTOR will prepare a comprehensive Fee Report for the proposed programs and improvements to be funded; and

WHEREAS, CONTRACTOR is willing to provide such specialized services to NCGSA under the terms and conditions set forth herein; and

TERMS

NOW, THEREFORE, NCGSA hereby engages the services of CONTRACTOR, and CONTRACTOR agrees to serve NCGSA in accordance with the terms and conditions set forth herein:

1. **Term of the Agreement.** The term of this Agreement shall commence on the date first above written and shall expire on June 30, 2024, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination) or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to NCGSA shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes) and 21 (Access to Records/Retention).
2. **Scope of Services.** CONTRACTOR shall provide NCGSA those services set forth in Exhibit “A”, attached hereto, in addition to the RFP and CONTRACTOR’s proposal, incorporated by reference herein.
3. **Compensation.**
 - (a) **Rates.** In consideration of CONTRACTOR's fulfillment of the promised work, NCGSA shall pay CONTRACTOR at the rates set forth in Exhibit “B”, attached hereto and incorporated by reference herein.

(b) Expenses. Travel and other expenses will be reimbursed by NCGSA upon submission of an invoice in accordance with Paragraph 4 at the rates and/or in accordance with the provisions set forth in Exhibit "B."

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of EIGHTY TWO THOUSAND FIVE HUNDRED AND EIGHTY EIGHT DOLLARS (\$82,588) for professional services and ONE THOUSAND AND FIVE HUNDRED DOLLARS (\$1,500) for expenses; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

4. **Method of Payment.**

(a) Professional Services. All payments for compensation and reimbursement for expenses shall be made only upon presentation by CONTRACTOR to NCGSA of an itemized billing invoice in a form acceptable to the Napa NCGSA Auditor which indicates, at a minimum, CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked, a detailed description of the tasks completed during the billing period, the names of person(s) performing the services and the position(s) held by such person(s), and the approved hourly or task rate.

(b) Expenses. If the Agreement provides for expense reimbursement, requests for reimbursement shall describe the nature and cost of the expense, the date incurred. With the exception of per diem reimbursements, receipts must be attached.

(c) Fixed Price. If the Agreement provides for a fixed price, if CONTRACTOR presents interim invoices, CONTRACTOR must state the percentage of work completed, which must be verified by NCGSA, i.e., 35% design, 95% design, draft report, et cetera, at which time CONTRACTOR shall be paid the equivalent percentage of the fixed price.

(d) CONTRACTOR shall submit invoices not more often than monthly to the Natural Resources Conservation Manager who, after review and approval as to form and content, shall submit the invoice to the Napa NCGSA Auditor no later than fifteen (15) calendar days following receipt. A sample invoice showing the level of detail required is attached as Exhibit "C".

(e) Legal status. So that NCGSA may properly comply with its reporting obligations under federal and state laws pertaining to taxation, if CONTRACTOR is or becomes a corporation during the term of this Agreement, proof that such status is currently recognized by and complies with the laws of both the state of incorporation or organization and the State of California, if different, shall be provided to the Natural Resources Conservation Manager upon request in a form satisfactory to the Napa NCGSA Auditor. Such proof shall include, but need not be limited to, a copy of any annual or other periodic filings or registrations required by the state of origin or California, the current address for service of process on the corporation or limited liability partnership, and the name of any agent designated for service of process by CONTRACTOR within the State of California.

5. **Independent Contractor.** CONTRACTOR shall perform this Agreement as an independent contractor. CONTRACTOR and the officers, agents and employees of CONTRACTOR are not, and shall not be deemed, NCGSA employees for any purpose, including workers' compensation and employee benefits. CONTRACTOR shall, at CONTRACTOR's own risk and expense, determine the method and manner by which duties imposed on CONTRACTOR by this Agreement shall be performed; provided, however, that NCGSA may monitor the work performed by CONTRACTOR. NCGSA shall not deduct or withhold any amounts whatsoever

from the compensation paid to CONTRACTOR, including, but not limited to amounts required to be withheld for state and federal taxes, unless required to do so by court order. As between the parties to this Agreement, CONTRACTOR shall be solely responsible for all such payments.

6. **Specific Performance.** It is agreed that CONTRACTOR, including the agents or employees of CONTRACTOR, shall be the sole providers of the services required by this Agreement. Because the services to be performed by CONTRACTOR under the terms of this Agreement are of a special, unique, unusual, extraordinary, and intellectual or time-sensitive character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action of law, NCGSA, in addition to any other rights or remedies which NCGSA may possess, shall be entitled to injunctive and other equitable relief to prevent a breach of this Agreement by CONTRACTOR.

7. **Insurance.** CONTRACTOR shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

(a) Workers' Compensation Insurance. To the extent required by law during the term of this Agreement, CONTRACTOR shall provide workers' compensation insurance for the performance of any of CONTRACTOR's duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide NCGSA with certification of all such coverages upon request by NCGSA's Risk Manager.

(b) Liability Insurance. CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverages, issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better, or equivalent self-insurance:

(1) General Liability. Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of CONTRACTOR or any officer, agent, or employee of CONTRACTOR under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

(2) Professional Liability/Errors and Omissions. Professional liability [or errors and omissions] insurance for all activities of CONTRACTOR arising out of or in connection with this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per claim. If the coverage includes an aggregate limit the aggregate limit shall be no less than twice the per occurrence limit.

(3) Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with CONTRACTOR's business of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence. Coverage shall be business auto insurance coverage using Insurance Services Office (ISO) form number CA 0001 06 92 including symbol 1 (any Auto) or the exact equivalent. If CONTRACTOR owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the General Liability Insurance described in subparagraph (b)(1) above. If CONTRACTOR or CONTRACTOR's employees, officers, or agents will use personal automobiles in any way in the performance of this Agreement, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person upon request.

(c) Certificates of Coverage. All insurance coverages referenced in 7(b), above, shall be evidenced by one or more certificates of coverage or, with the consent of NCGSA's Risk Manager, demonstrated by other evidence of coverage acceptable to NCGSA's Risk Manager, which shall be filed by CONTRACTOR with the Planning, Building and Environmental Services Department prior to commencement of performance of any of CONTRACTOR's duties.

(1) The certificate(s) or other evidence of coverage shall reference this Agreement by its NCGSA number or title and department; shall be kept current during the term of this Agreement; shall provide that NCGSA shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(2) Waiver of Subrogation and Additional Insured Endorsements. For the commercial general liability insurance coverage referenced in 7(b)(1) and, for the comprehensive automobile liability insurance coverage referenced in 7(b)(3) where the vehicles are covered by a commercial policy rather than a personal policy, CONTRACTOR shall also file with the evidence of coverage an endorsement from the insurance provider naming NCGSA, its officers, employees, agents and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, CONTRACTOR shall file with the evidence of coverage an endorsement waiving subrogation.

(3) The certificate or other evidence of coverage shall provide that if the same policy applies to activities of CONTRACTOR not covered by this Agreement, then the limits in the applicable certificate relating to the additional insured coverage of NCGSA shall pertain only to liability for activities of CONTRACTOR under this Agreement, and that the insurance provided is primary coverage to NCGSA with respect to any insurance or self-insurance programs maintained by NCGSA. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

(4) Upon request by NCGSA's Risk Manager, CONTRACTOR shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

(d) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by, NCGSA's Risk Manager, which approval shall not be denied unless the NCGSA's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of CONTRACTOR by this Agreement. At the option of and upon request by NCGSA's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects NCGSA, its officers, employees, agents and volunteers or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

(e) Inclusion in Subcontracts. CONTRACTOR agrees to require all subcontractors and any other entity or person who is involved in providing services under this Agreement to comply with

the Workers Compensation and General Liability insurance requirements set forth in this Paragraph 7.

8. Hold Harmless/Defense/Indemnification.

(a) In General. To the full extent permitted by law, CONTRACTOR shall defend at its own expense, indemnify, and hold harmless the NCGSA and its officers, agents, employees, volunteers or representatives from and against any and all liability, claims, actions, proceedings, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred in connection therewith, brought for or on account of, personal injury (including death), including but not limited to NCGSA employees, and the public, or damage to the property of any person or entity, which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONTRACTOR, its officers, agents, employees, volunteers, representatives, contractors and subcontractors. This duty of CONTRACTOR includes the duty of defense, inclusive of that set forth in California Civil Code Section 2778. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, provided that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

(b) Employee Character and Fitness. CONTRACTOR accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives) to provide the services required of CONTRACTOR under this Agreement, including completion of a satisfactory criminal/background check and period rechecks to the extent permitted by law. Notwithstanding anything to the contrary in this Paragraph, CONTRACTOR shall hold NCGSA and its officers, agents and employees harmless from any liability for injuries or damages resulting from a breach of this provision or CONTRACTOR's actions in this regard.

9. Termination for Cause. If either party shall fail to fulfill in a timely and proper manner that party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within ten (10) days of receipt of written notice from the other party describing the nature of the breach, the non-defaulting party may, in addition to any other remedies it may have, terminate this Agreement by giving five (5) days prior written notice to the defaulting party in the manner set forth in Paragraph 13 (Notices). The Napa NCGSA Purchasing Agent or designee pursuant to Napa County Code section 2.36.050 is hereby authorized to make all decisions and take all actions required under this Paragraph to terminate this Agreement on behalf of NCGSA for cause.

10. Other Termination. This Agreement may be terminated by either party for any reason and at any time by giving prior written notice of such termination to the other party specifying the effective date thereof at least thirty days prior to the effective date, as long as the date the notice is given and the effective date of the termination are in the same fiscal year; provided, however, that no such termination may be effected by NCGSA unless an opportunity for consultation is provided prior to the effective date of the termination. NCGSA hereby authorizes the Napa NCGSA Executive Officer to make all decisions and take all actions required under this Paragraph to terminate this Agreement on behalf of NCGSA for the convenience of NCGSA.

11. **Disposition of, Title to and Payment for Work Upon Expiration or Termination.**

(a) Upon expiration of this Agreement or termination for cause under Paragraph 9 or termination for convenience of a party under Paragraph 10:

(1) To the extent CONTRACTOR has provided services through Software and Applications materials licensed to NCGSA, NCGSA shall promptly return the Software and Application materials to CONTRACTOR. In addition, to the extent CONTRACTOR maintains NCGSA data on those portions of digital software hosted by CONTRACTOR and not controlled by NCGSA (“NCGSA data”), CONTRACTOR shall promptly return NCGSA data to NCGSA Information Technology Department (ITS) in a format designated by ITS and shall subsequently purge NCGSA data from CONTRACTOR’s systems upon confirmation from NCGSA that the copy of the data provided to NCGSA is comprehensive of the data previously hosted by CONTRACTOR.

(2) All finished or unfinished documents and other materials, if any, and all rights therein shall become, at the option of NCGSA, the property of and shall be promptly returned to NCGSA, although CONTRACTOR may retain a copy of such work for its personal records only, except as otherwise provided under Paragraph 15 (Confidentiality) of this Agreement. Unless otherwise expressly provided in this Agreement, any copyrightable or patentable work created by CONTRACTOR under this Agreement shall be deemed a “work made for hire” for purposes of copyright or patent law and only NCGSA shall be entitled to claim or apply for the copyright or patent thereof. Notwithstanding the foregoing and to the extent services under this Agreement involve the development of previously patented inventions or copyrighted software, then upon expiration or termination of this Agreement, title to, ownership of, and all applicable patents, copyrights and trade secrets in the products developed or improved under this Agreement, shall remain with CONTRACTOR or any other person or entity if such person previously owned or held such patents, copyrights, and trade secrets, and such persons shall retain complete rights to market such product; provided, however, that NCGSA shall receive, at no additional cost, a perpetual license to use such products for its own use or the use of any consortium or joint powers agency to which NCGSA is a party. If the product involves a source code, CONTRACTOR shall either provide a copy of the source code to NCGSA or shall place the source code in an escrow account, at CONTRACTOR's expense, from which the source code may be withdrawn and used by NCGSA for the sole purpose of maintaining and updating the system dependent upon such code when such use is necessary to prevent loss of service to NCGSA.

(b) CONTRACTOR shall be entitled to receive compensation for any satisfactory work completed prior to expiration or receipt of the notice of termination or commenced prior to receipt of the notice of termination and completed satisfactorily prior to the effective date of the termination; except that CONTRACTOR shall not be relieved of liability to NCGSA for damages sustained by NCGSA by virtue of any breach of the Agreement by CONTRACTOR whether or not the Agreement expired or otherwise terminated, and NCGSA may withhold any payments not yet made to CONTRACTOR for purpose of setoff until such time as the exact amount of damages due to NCGSA from CONTRACTOR is determined.

12. **No Waiver.** The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

13. **Notices.** All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid,

return receipt requested. Any mailed notice, demand, request, consent, approval or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

NCGSA

Brian Bordona
Interim Director, Planning, Building and
Environmental Services
1195 Third Street
Napa, CA 94559

CONTRACTOR

John Bliss
SCI Consulting Group
4745 Mangels Blvd
Fairfield, CA 94534

14. **Compliance with NCGSA Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use.** CONTRACTOR hereby agrees to comply, and require its employees and subcontractors to comply, with the following policies, copies of which are on file with the Clerk of the Board of Supervisors and incorporated by reference herein. CONTRACTOR also agrees that it shall not engage in any activities, or permit its officers, agents and employees to do so, during the performance of any of the services required under this Agreement, which would interfere with compliance or induce violation of these policies by NCGSA employees or contractors.

(a) Waste Source Reduction and Recycled Product Content Procurement Policy adopted by resolution of the Board of Supervisors on March 26, 1991.

(b) NCGSA of Napa “Policy for Maintaining a Harassment and Discrimination Free Work Environment” revised effective June 20, 2017.

(c) NCGSA of Napa Drug and Alcohol Policy adopted by resolution of the Board of Supervisors on June 25, 1991.

(d) Napa NCGSA Information Technology Use and Security Policy adopted by resolution of the Board of Supervisors on April 17, 2001. To this end, all employees and subcontractors of CONTRACTOR whose performance of services under this Agreement requires access to any portion of the NCGSA computer network shall sign and have on file with NCGSA’s ITS Department prior to receiving such access the certification attached to said Policy.

(e) Napa NCGSA Workplace Violence Policy, adopted by the BOS effective May 23, 1995 and subsequently revised effective November 2, 2004, which is located in the NCGSA of Napa Policy Manual Part I, Section 37U.

15. **Confidentiality.**

(a) Maintenance of Confidential Information. Confidential information is defined as all information disclosed to CONTRACTOR which relates to NCGSA's past, present, and future activities, as well as activities under this Agreement. CONTRACTOR shall hold all such information as CONTRACTOR may receive, if any, in trust and confidence, except with the prior written approval of NCGSA, expressed through its Natural Resources Conservation Manager. Upon cancellation or expiration of this Agreement, CONTRACTOR shall return to NCGSA all written and descriptive matter which contains any such confidential information, except that CONTRACTOR may retain for its files a copy of CONTRACTOR’s work product if such product has been made available to the public by NCGSA.

(b) Protection of Personally Identifiable Information and Protected Health Information.

(1) To the extent CONTRACTOR is provided, creates, or has access to, Protected Health Information (PHI), Personally Identifiable Information (PII), or any other legally protected confidential information or data in any form or matter (collectively referred to as “Protected Information”), CONTRACTOR shall adhere to all federal, state and local laws, rules and regulations protecting the privacy of such information. CONTRACTOR shall adhere to all existing and future federal, state and local laws, rules and regulations regarding the privacy and security of Protected Information, including, but not limited to, laws and regulations requiring data encryption or policy and awareness programs for the protection of NCGSA Protected Information provided to, or accessed or created by, CONTRACTOR. Additionally, CONTRACTOR shall only access, use or disclose County Protected Information if such access, use, or disclosure is expressly permitted by the terms of its agreement with County. Any other access, use or disclosure of County Protected Information is prohibited. Examples of prohibited accesses, uses and disclosures include, but are not limited to: the removal of confidential files, documents or devices containing County Protected Information from a County facility; the unauthorized transmission of County Protected Information via email, fax or other means; and the discussion of such information with other individuals (including other CONTRACTOR or County employees) who do not have a County approved business reason to obtain the information.

(2) CONTRACTOR shall ensure that its staff and any third party organizations or individuals that it engages to perform services in conjunction with the terms of this agreement are trained to its privacy and security policies, as well as Paragraph 15 of this agreement; and procedures and that appropriate physical, technological and administrative safeguards are in place to protect the confidentiality of NCGSA’s Protected Information. Upon request, CONTRACTOR shall make available to NCGSA its policies and procedures, staff training records and other documentation of compliance with this Paragraph 15.

(3) CONTRACTOR agrees to notify NCGSA immediately of any unauthorized access to or disclosure of Protected Information that it becomes aware of. This includes instances wherein CONTRACTOR encounters unsecured Protected Information in areas where CONTRACTOR employees are performing services.

(4) CONTRACTOR will be responsible for all costs associated with CONTRACTOR’s breach of the security and privacy of NCGSA’s Protected Information, or its unauthorized access to or disclosure of NCGSA’s Protected Information, including, but not limited to, mitigation of the breach, cost to the NCGSA of any monetary sanctions resulting from breach, notification of individuals affected by the breach, and any other action required by federal, state, or local laws, rules or regulations applicable at the time of the breach. (c) Protection of NCGSA Data. If CONTRACTOR will be processing and storing the NCGSA’s data in an offsite location, such as a cloud service site, cloud storage site, hosted application site, or hosted storage site, CONTRACTOR shall guarantee that such data is encrypted using an encryption algorithm that meets the current US Department of Defense minimum requirements in order to protect NCGSA data against a breach of protected data if lost or stolen. All offsite cloud applications and storage systems utilized by CONTRACTOR shall be located in the United States, which includes any backup and failover facilities. Application and storage solutions in any foreign location is prohibited.

All desktop and laptop computers, as well other similar type computer systems, used by CONTRACTOR shall be encrypted using the same encryption algorithm described above. All data in transit shall require the same encryption. Storage of NCGSA data on removable portable storage is prohibited.

Upon termination of this agreement, CONTRACTOR shall purge all NCGSA data from all CONTRACTOR systems using a forensic grade deletion that conforms to US Department of Defense DoD 5220.22-M (E) standards.

CONTRACTOR shall reimburse the NCGSA for all associated costs of a breach, including but not limited to reporting costs and associated penalties the NCGSA must bear.

16. No Assignments or Subcontracts.

(a) In General. A consideration of this Agreement is the personal reputation of CONTRACTOR; therefore, CONTRACTOR shall not assign any interest in this Agreement or subcontract any of the services CONTRACTOR is to perform hereunder without the prior written consent of NCGSA, which shall not be unreasonably withheld. The inability of the assignee to provide personnel equivalent in experience, expertise, and numbers to those provided by CONTRACTOR, or to perform any of the remaining services required under this Agreement within the same time frame required of CONTRACTOR shall be deemed to be reasonable grounds for NCGSA to withhold its consent to assignment. For purposes of this subparagraph, the consent of NCGSA may be given by the Natural Resources Conservation Manager.

(b) Effect of Change in Status. If CONTRACTOR changes its status during the term of this Agreement from or to that of a corporation, limited liability partnership, limited liability company, general partnership, or sole proprietorship, such change in organizational status shall be viewed as an attempted assignment of this Agreement by CONTRACTOR. Failure of CONTRACTOR to obtain approval of such assignment under this Paragraph shall be viewed as a material breach of this Agreement.

17. Amendment/Modification. Except as specifically provided herein, this Agreement may be modified or amended only in writing with the prior written consent of both parties. Failure of CONTRACTOR to secure such authorization in writing in advance of performing any extra or changed work shall constitute a waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

18. Interpretation; Venue.

(a) Interpretation. The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts.

(b) Venue. This Agreement is made in Napa County, California. The venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa, a unified court. The venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceedings under this Agreement shall be Napa County, California; however, nothing in this sentence shall obligate either party to submit to mediation or arbitration any dispute arising under this Agreement.

19. **Compliance with Laws.** CONTRACTOR shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes. Such laws shall include, but not be limited to, the following, except where prohibited by law:

(a) Non-Discrimination. During the performance of this Agreement, CONTRACTOR and its subcontractors shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS), or political affiliation or belief, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS), use of family care leave, or political affiliation or belief. CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to CONTRACTOR services or works required of NCGSA by the State of California pursuant to agreement between NCGSA and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and CONTRACTOR and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

(b) Documentation of Right to Work. CONTRACTOR agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of CONTRACTOR performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. CONTRACTOR shall make the required documentation available upon request to NCGSA for inspection.

(c) Inclusion in Subcontracts. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include all of the provisions of this Paragraph 19 in all such subcontracts as obligations of the subcontractor.

(d) Prevailing Wages.

(1) Affected Work. CONTRACTOR shall comply with Labor Code sections 1774 and 1775 in relation to payment of prevailing wages for any portion of the required work performed under this Agreement on or after January 1, 2002 relating to construction design, testing, surveying and/inspection work, and construction if the State Director of Industrial Relations has established prevailing wage rates for the types of work involved.

(2) Prevailing Wages Rates. In accordance with the provisions of Section 1774 of the Labor Code of the State of California, to the extent the Director of Industrial Relations has

established the general prevailing rate of wages (which rate includes employer payments for health and welfare, pension, vacation and similar purposes) for the above-described portions of the work required under this Agreement, such rates of wages will be on file and available for inspection at the office of the County of Napa Department of Public Works, 1195 Third Street, Room 201, Napa, California.

(3) Payroll Records. In accordance with Labor Code section 1776, a copy of all payrolls for work subject to this subparagraph shall be submitted weekly to County's Director of Public Works. Payrolls shall contain the full name, address and social security number of each employee, his correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid. They shall also indicate apprentices and ratio of apprentices to journeymen. The employee's address and social security number need only appear on the first payroll on which his name appears. The payroll shall be accompanied by a "Statement of Compliance" signed by the employer or his agent indicating that the payrolls are correct and complete and that the wage rates contained therein are not less than those required by the contract. The "Statement of Compliance" shall be on forms furnished by the Director of Public Works or designee or on any form with identical wording. CONTRACTOR shall be responsible for the submission of copies of payrolls of all subcontractors.

(4) Apprentices. CONTRACTOR shall be responsible for ensuring compliance with the provisions of Labor Code section 1777.5 relating to employment and payment of apprentices for work under this Agreement relating to land surveying and/or construction inspection if the total compensation to be paid CONTRACTOR for such work is \$30,000 or more.

20. **Taxes.** CONTRACTOR agrees to file federal and state tax returns or applicable withholding documents and to pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement and shall be solely liable and responsible to make such withholdings and/or pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. CONTRACTOR agrees to indemnify and hold NCGSA harmless from any liability it may incur to the United States or the State of California as a consequence of CONTRACTOR's failure to pay or withhold, when due, all such taxes and obligations. In the event that NCGSA is audited for compliance regarding any withholding or other applicable taxes or amounts, CONTRACTOR agrees to furnish NCGSA with proof of payment of taxes or withholdings on those earnings.

21. **Access to Records/Retention.** NCGSA, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of CONTRACTOR which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, CONTRACTOR shall maintain all required records for at least seven (7) years after NCGSA makes final payment for any of the work authorized hereunder and all pending matters are closed, whichever is later.

22. **Authority to Contract.** CONTRACTOR and NCGSA each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement.

23. **Conflict of Interest.**

(a) Covenant of No Undisclosed Conflict. The parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. CONTRACTOR hereby covenants that it presently has no interest not disclosed to NCGSA and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as NCGSA may consent to in writing prior to the acquisition by CONTRACTOR of such conflict. CONTRACTOR further warrants that it is unaware of any financial or economic interest of any public officer or employee of NCGSA relating to this Agreement. CONTRACTOR agrees that if such financial interest does exist at the inception of this Agreement, NCGSA may terminate this Agreement immediately upon giving written notice without further obligation by NCGSA to CONTRACTOR under this Agreement.

(b) Statements of Economic Interest. CONTRACTOR acknowledges and understands that NCGSA has developed and approved a Conflict of Interest Code as required by state law which requires CONTRACTOR to file with the Elections Division of the Napa NCGSA Assessor-Clerk Recorder “assuming office”, “annual”, and “leaving office” Statements of Economic Interest as a “consultant”, as defined in section 18701(a)(2) of Title 2 of the California Code of Regulations, unless it has been determined in writing that CONTRACTOR, although holding a “designated” position as a consultant, has been hired to perform a range of duties so limited in scope as to not be required to fully comply with such disclosure obligation.

CONTRACTOR agrees to timely comply with all filing obligations for a consultant under NCGSA’s Conflict of Interest Code unless such a determination is on file on the filing dates for each of the required Statements of Economic Interest.

24. **Third Party Beneficiaries.** Nothing contained in this Agreement shall be construed to create any rights in third parties and the parties do not intend to create such rights.

25. **Attorney's Fees.** In the event that either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

26. **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

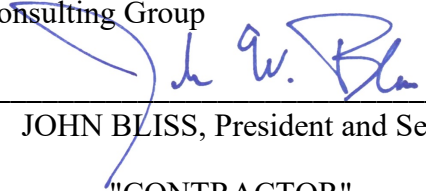
27. **Entirety of Contract.** This Agreement, including any documents expressly incorporated by reference whether or not attached hereto, constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

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28. **Special Terms and Conditions. [RESERVED]**

IN WITNESS WHEREOF, this Agreement was executed by the parties hereto as of the date first above written.

SCI Consulting Group

By 
JOHN BLISS, President and Secretary

"CONTRACTOR"

NAPA COUNTY GROUNDWATER SUSTAINABILITY
AGENCY

By _____
BELIA RAMOS, Chair
Board of Directors

"NCGSA"

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <i>Chris R.Y. Apallas</i> NCGSA Counsel</p> <p>Date: January 25, 2023 Doc. No. 86069</p>	<p>APPROVED BY THE NAPA COUNTY GROUNDWATER SUSTAINABILITY AGENCY BOARD OF DIRECTORS</p> <p>Date: Processed By: Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Directors</p> <p>By:</p>
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EXHIBIT “A”

SCOPE OF WORK

CONTRACTOR shall provide NCGSA with the following services:

I. DESCRIPTION OF SERVICES

The SCI Team has thoroughly reviewed the GSA’s RFQ and is well qualified to complete all tasks described in the Project Description. The SCI team proposes the approaches listed below for each task.

I. KICK-OFF MEETING AND INITIAL DATA GATHERING AND REVIEW

The SCI Team will meet with GSA staff to clarify and establish project communication, goals timelines, and deliverables, and discuss best sources of data and additional information.

II. REVIEW OF NAPA VALLEY SUBBASIN GSP, INITIAL BUDGET, IMPLEMENTATION PLAN, AND PREVIOUS BOARD DISCUSSIONS ON PROPOSED FEE MECHANISMS

The SCI Team will review and evaluate the Napa Valley Subbasin GSP, initial budget, and implementation plan. Particular attention will be focused on elements that inform a well-founded fee structure, including parcel attributes, patterns of groundwater use, and availability of data that would likely make up the foundation of a funding mechanism’s methodology. The SCI Team will also review meeting summaries related to discussions on proposed fee mechanisms in order to fully understand the GSA’s perspective on funding, including preferences, concerns, and needs.

SCI will focus on overall approach, compliance with Proposition 218 and 26, optimal revenue generation, reasonable and equitable distribution of revenue burden amongst various rate payers, administrative ease, legal defensibility, ease of understanding, and other pertinent factors.

III. EVALUATION OF FEE/RATE OPTIONS AND RECOMMENDATIONS AND PRESENTING AT ADVISORY COMMITTEE, BOARD, AND COMMUNITY MEETINGS.

Based upon our research in the previous tasks, input from GSA staff and other stakeholders, and our experience with numerous similar efforts, the SCI Team will prepare and present a Funding Options Memorandum including pros and cons of funding options (including political viability, legal rigor, reliability, legislative factors, costs of implementation and maintenance, sustainability, timeline, and compatibility with other funding mechanisms.) This Memorandum will identify a range of funding pathways, including fees prescribed in Water Code § 10730 and 10730.2, as well as alternative options such as benefit assessments and special taxes. A review of trends in GSA fee types and rates will be discussed to illustrate GSA’s options relative to other basins. As part of this review, the SCI Team will evaluate and make recommendations regarding existing non-balloted funding sources, which may more effectively fund groundwater sustainability. The SCI team has developed similar Funding Options Memoranda in Basins across the state, helping to gauge optimal funding mechanisms based on the specific needs and perspective of GSAs, their Boards, and their communities.

It is important to note that funding needs of groundwater management are often fluid and multifaceted, evolving based on many factors. A part of this analysis will include highlighting mechanisms best suited for immediate-term funding as well as the longer-term needs relating to both general administration and GSP implementation.

Communicating the findings of this Memorandum will be vital to elicit input from the Board, Advisory Committee and the Public. SCI will develop a PowerPoint Recommendations Summary Presentation to be used to illustrate the options discussed, their advantages, and their potential challenges.

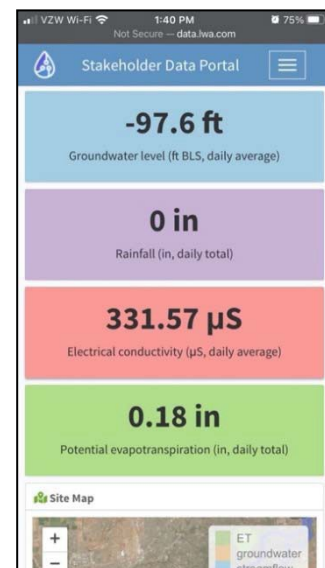
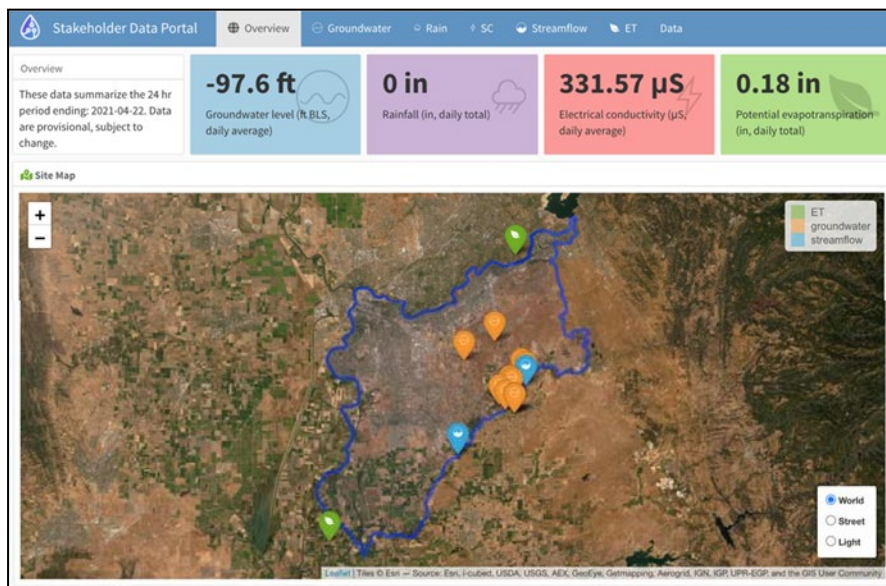
Deliverables

- Develop Funding Options Technical Memorandum
- Develop and present PowerPoint Recommendations Summary Presentation
 - Key Board and Advisory Committee feedback

IV. UPDATE OR DEVELOPMENT OF PARCEL SPECIFIC DATABASE OF GROUNDWATER USE AND SUPPLY

The SCI Team will create a robust database for the Subbasin as needed based upon parcels (from the raw Assessors database) managing all existing all available attributes while adding new attributes such as geographic information regarding basins, pump type and locations, quantity of groundwater pumped etc., land use and other attributes supporting revenue generation. The SCI Team will analyze the data and develop additional data such as proposed fee amounts. The SCI Team has already developed parcel specific databases for Sonoma Valley GSA, Petaluma Valley GSA, Santa Rosa Plain GSA, and others.

LWA will review information provided by the Agencies as requested at the kick-off meeting and review existing databases. Based on this review, LWA will confer with the agencies to determine additional needs and features that would improve the utility of existing databases. LWA has designed and built computer programs to automate the maintenance and upkeep of open source PostgreSQL, MySQL, and SQLite, and PostGIS relational databases; we also have experience in enterprise Access databases. This experience can be applied to updating the Agencies' databases as needed. Other experience that can be leveraged includes design, programming, installation, and maintenance of continuous monitoring hardware that measures groundwater level, soil moisture, streamflow, evapotranspiration, electrical conductivity, and precipitation across groundwater basins in California. In addition, we have written software to automate the extraction, transformation, and loading of tens of thousands of daily measurements from hundreds of these sensors into dashboards and cloud databases. Using this experience, LWA can create dashboards to enable interactive data visualization and exploration and downloads of the most recent data that can be configured as password-protected or public-facing. Moreover, LWA's dashboards are customizable to client needs and may be updated in near-real time (e.g., continuous 15-minute interval data refreshed every 4 hours) to support water management actions that occur on short time scales, such as managed aquifer recharge and pumping tests. As shown below, LWA's dashboards can be easily accessed on PCs and smartphones.



The above images are from a stakeholder groundwater data portal for continuous monitoring in the South American Subbasin that can be accessed on a PC (left) and smartphone (right). Clicking daily summary boxes (blue, purple, red, and green boxes) takes users to specific tabs with detailed continuous monitoring data for these variables.

Based on input from the Agencies' staff and stakeholders, LWA will provide recommendations for incorporating features described above and providing other updates or improvements to the existing databases. LWA can also engage with other consultants and vendors offering similar services, such as LandIQ.

Deliverables

- *Robust property-specific Databases of pertinent revenue generation characteristics*

V. DEVELOPMENT OF FEE/RATE SCHEDULES, ESTABLISHED BY A FEE REPORT OR ENGINEER'S REPORT TO FUND THE COSTS OF IMPLEMENTATION OF THE GSP AND ONGOING ADMINISTRATION OF THE GSA

Should the GSA determine that a fee program is the optimal revenue mechanism for its needs, The SCI Team will prepare a comprehensive Fee Report for the proposed programs and improvements to be funded. The preliminary work will include several rate structure options incorporating all necessary revenues, costs, fund balance targets, reserves, debt service considerations, and capital improvement scenarios. Compliance with all relevant legal requirements will be a primary focus of this Report. Depending on the type of fee implemented, Water Code § 10730, § 10730.2, Proposition 26, and Proposition 218 will likely provide the appropriate legal framework for implementation. In the event that an alternative mechanism is chosen by the GSA, such as a special tax or benefit assessment, the SCI Team is prepared to develop the necessary Engineer's Report, fee ordinance and study, ballot materials etc.

Additionally, the Report will include other legal considerations and issues related to the fee methodology, appeal processes, and alternative revenue enhancement options. If relevant, it will justify potential offsets for surface water rights or recycled water use, helping to establish the framework for the allocation of groundwater extraction on a parcel level. The process will build on the data gathered in previous tasks, including parcel data, community priorities, budgets, cost estimates, and multi-year proforma for all services and improvements.

A large part of this task will be the use of the parcel attributes and corresponding groundwater attributes developed in a previous task. This data will be used to develop the nexus of parcel attributes to the fee structure. This analysis uses many layers of statistical work and a reasoned and stout rationale for the resulting nexus. The Fee Report's development is an iterative process and will be interwoven with the recommended early stakeholder outreach. This process varies depending on the community and will be tailored to fit the GSA's situation. SCI will present these fiscal plans, data review and analysis, and various fee scenarios to the GSA in at least one review session. Issues uncovered by the review will be highlighted and remedies suggested. Depending on the iterative path decided upon, new scenarios may be presented to internal (and possibly selected external) stakeholders to help refine the rate structure and incorporate the community's priorities.

Once GSA staff (and possibly the legal counsel) have reviewed the data and information, we will prepare a Draft Fee Report for a consolidated review by staff of the recommended rate structure and fee levels. After that review, SCI will prepare the Final Fee Report that satisfies the requirements of Articles XIIC and

XIIID of the California Constitution (Propositions 26 and 218), the Government Code, Water Code, and other relevant code sections. The Report will be prepared and signed by John Bliss, PE, a registered Civil Engineer with extensive experience in this field. The Report will include a detailed description of the proposed fee structure for the programs and improvements, future capital and facility improvement needs, a detailed cost estimate, the rationale used for the fee apportionment, calculation of the specific proposed fee amount for each parcel in the Subbasin, any necessary maps or diagrams, and other elements.

Deliverables:

- *Preliminary Rate Scenarios – Spreadsheet & PowerPoint level*
- *Draft Groundwater Fee Study or Engineer’s Report and supporting PowerPoint*
 - *Key Board and Advisory Committee feedback*
- *Final Groundwater Fee Study or Engineer’s Report and supporting PowerPoint*

VI. PREPARATION OF OUTREACH MATERIALS.

SCI is a firm believer in bringing the community’s voice into the process early and often, and defined in two phases:

- **A listening phase** where early concepts for system needs and revenue mechanisms are presented to trusted stakeholders for their input and feedback. This helps the GSA to broaden its perspective and develop a work product that is responsive to the community’s priorities. It also allows the GSA to develop a robust messaging program to better engage the broader community.
- **An education phase** where the rate structure is well-developed along with message components. This phase typically occurs after the GSA Board has approved the rate structure along with the GSP implementation goals and objectives.

With this in mind, the SCI Team will assist with public informational and educational outreach strategies and property owner informational services. Our firm's informational outreach efforts, which will continue throughout the funding mechanism’s proceeding, include tasks necessary to ensure that the property owners are adequately informed about the funding mechanism’s implementation and the proposed services/improvements in their area before the mailing of ballots. The SCI Team understands that basic message components will need to be simple, clear, and transparent, and need to be well supported with detailed and substantive information. Credibility is the most important factor in this outreach.

a. Develop Communication Infrastructure

The SCI Team will carefully evaluate and develop potential communication infrastructure. Working with Agencies staff we will evaluate and ultimately coordinate existing communication infrastructure, including stakeholder contacts, print media, website, social media, print publications, neighborhood groups and newsletters, etc. We will prioritize and integrate the various methods as appropriate. We will also look at e-mail contacts with HOA and neighborhood leaders, and web-based platforms like nextdoor.com. We will develop a schedule for community stakeholder meetings, due dates for local group newsletters, etc. Our extensive experience has shown that the most effective communication mechanisms for this type of infrastructure are small, local, and neighborhood-based, with a personal communication or face-to-face element. This approach is not expensive, but it is a fair amount of work, and is very effective when well-executed.

b. Develop Communication Messaging

The development of the messaging and supporting information is an iterative process with Agencies

staff, the SCI Team, and members of the public. Throughout this process, the SCI Team will analyze and refine messaging associated with sustainable groundwater management. In this task, the SCI Team will develop draft communications of various types. These may include website content, Frequently Asked Questions (FAQ) documents, mailers and brochures, PowerPoint presentations, and emails, scripts, and other adaptable messages.

c. Communications Rollout and Implementation

Once the outreach plan is well-vetted, reviewed, and refined, the SCI Team will coordinate the rollout and implementation of the plan. SCI will provide preparation and support for Agencies staff each step along the way and can be available to attend selected meetings. SCI will also develop detailed rates and parcel data for selected stakeholders (e.g., Chamber of Commerce, school districts, large landowners, etc.).

Deliverables:

- *Outreach Action Plan*
- *Draft messaging documents, updated as needed (website content, FAQ, fact sheet, handouts, PowerPoint, adaptable messaging)*
- *Curation of stakeholders list and meeting schedules*
- *Community-focused PowerPoint Presentation*
- *Up to two (2) Community Meetings*
- *Design and processing of any required mailed notice (Prop 218)*

VII. TIMELINE

The schedule is of course paramount to ensuring that any funding mechanism be established in time for inclusion on the Fiscal Year 2024-25 tax bills. Developing a fee program is an iterative process that will require key input from staff, stakeholders, the Board, the Advisory Committee, and the public. These elements of the schedule described in the RFQ must be met in a timely and effective manner. Please see draft timeline below, detailing the process of funding mechanism implementation, including key dates (*deliverables in italic*).

Kick-Off Meeting and Initial Data Gathering	February 2023
Board Workshop #1 <i>Funding Options Technical Memorandum and Presentation</i>	April 2023
Database Development <i>Robust property-specific Databases of pertinent revenue generation characteristics</i>	May 2023 – September 2023
Board Workshop #2 <i>Preliminary Rate Scenarios – Spreadsheet & PowerPoint level</i>	September 2023
Draft Fee Study <i>Draft Fee Study and Presentation</i>	November 2023
Community Meetings <i>Outreach Action Plan, Draft messaging documents, Curation of stakeholders list, Community-focused PowerPoint Presentation</i>	January 2024
Final Fee Study <i>Final Fee Study and Presentation</i>	February 2024
Notice Mailed to Property Owners <i>(If Prop 218 process is used, 45 days before PH)</i>	March 2024

II. COMPLIANCE WITH GOVERNMENT CODE SECTION 7550. As required by Government Code section 7550, each document or report prepared by CONTRACTOR for or under the direction of NCGSA pursuant to this Agreement shall contain the numbers and dollar amounts of the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report. The Agreement and subcontract dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject of the Agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

“EXHIBIT B”

COMPENSATION AND EXPENSE REIMBURSEMENT

HOURLY RATES FOR COMPENSATION

Fee Schedule: Based upon the current project understanding, the SCI Team’s proposed budget is shown in the table below.

SCI TEAM
Napa County GSA
Data Review, Fee Analysis and Rate Setting Services

Assigned Staff	SCI				LWA			SCI Admin
	President	Senior Engineer	Project Analyst	Senior Consultant	Vice President	Vice President	Project Engineer II.B.	
Classification	John Bliss	Jerry Bradshaw	Ryan Aston	Susan Barnes	Edric Kwan	Laura Foglia	Ryan Fulton	Olin Applegate
Fully Loaded Hourly Rate	\$286	\$265	\$130	\$203	\$265	\$310	\$198	\$224
Subcontractor Markup						10%	10%	10%
								\$73

Scope of Work

Work Plan		Hours								Total Hours	Total Costs
1 Kick-Off/Data Gathering	2	2	8	2	2	8	8	2	0	38	\$ 9,317
2 Review of GSP/Budget	2	2	20	0	4	2	16	0	0	44	\$ 8,929
3 Evaluation of Fee Alternatives	2	4	20	0	2	0	4	0	0	30	\$ 5,833
4 Development of Parcel Database	10	4	24	10	2	2	24	32	0	98	\$ 23,394
5 Development of Fee Schedules	12	8	30	16	12	0	2	2	0	70	\$ 16,808
6 Community Outreach	12	0	24	12	12	8	8	0	5	69	\$ 17,206
7 Design/Processing of Mailed Notice	1	0	3	2	0	0	0	0	3	8	\$ 1,301
TOTAL DIRECT HOURS	41	20	129	42	34	20	60	36	8	398	\$ 82,588

Total Labor Cost \$ 82,588

Direct Costs		Number of Units	Cost per Unit	Total Costs
Incidentals	Travel, property data, maps and other out-of-pocket expenses	1	\$ 1,500	\$ 1,500
Optional Subcontractor: LandIQ	Land mapping services	1	\$ 4,500	\$ -
Mailed Notice	If Prop 218 process is necessary, mailed notice to all affected property owners	TBD	TBD	

Direct Costs \$ 1,500

TOTAL BASE COSTS \$ 84,088