

## Vina Groundwater Sustainability Agency Agenda Transmittal

# Subject: Contract with Hansford Economic Consulting (HEC) for the Vina Subbasin Groundwater Sustainability Agency Updated Long-Term Groundwater Sustainability Plan Implementation Fee

Contact: Di	llon Raney	Phone:	Meeting Date: March 13, 2024	Regular Agenda

#### **Department Summary:**

On July 26, 2023, the Vina GSA Board approved a Uniform Fee (cost per acre) to cover GSA operations, GSP implementation, and SGMA compliance activities. This fee was approved with the stipulation that an updated Fee Study would be prepared to reflect the needs of the diverse beneficial users within the Subbasin. Following this decision, on November 9, 2023, the Vina GSA issued a Request for Proposals (RFP) for the Updated Fee Study. Proposals were to be received by December 13, 2023. The aim was to explore and establish alternative fee structures, ensuring they align with the Sustainable Groundwater Management Act (SGMA), with the process potentially incorporating aspects of Propositions 26 and/or 218 as applicable to the new fee setting approach. The RFP sought consultants with experience in fee analysis and rate setting, emphasizing the need for developing and implementing a new funding mechanism and fee(s) through a thorough process of review, evaluation, community engagement, and regulatory compliance.

The Board will consider a contract with Hansford Economic Consulting (HEC) to develop and implement the updated fee study and funding mechanism as detailed in the scope of work. HEC's proposal includes evaluating both Proposition 26 (Option A) and Proposition 218 (Option B) as potential funding options. Following the completion of Tasks 1 & 2 in the scope of work, the Board will select the preferred option for moving forward. The scope of work for Tasks 1 through 4 remains consistent across both options, with differentiation occurring thereafter. Key differences between the options will include the approach to noticing and meeting requirements, as well as the extent of outreach and the associated direct costs, particularly those related to mailings. The anticipated timeline and contract term for the Vina Subbasin Groundwater Sustainability Agency's Updated Long-Term Groundwater Sustainability Plan Implementation Fee would extend from the time of approval to August 1, 2025. The cost of the updated fee process will be contingent on the Board's decision regarding the funding option, with a maximum not to exceed of \$225,000.

Fiscal Impact: The expense for these contracts are included in the fiscal years 2023-24 and 2024-25 budgets.

**Staff Recommendation:** Approve the contract with Hansford Economic Consulting or provide direction to the Management Committee.

## **PROFESSIONAL SERVICE CONTRACT GREATER THAN \$25,000**

This Contract, dated as of the last date executed by the Vina Groundwater Sustainability Agency is between the Vina Groundwater Sustainability Agency, formed under a Joint Exercise of Powers Agreement, hereinafter referred to as "GSA", and the professional service contractor indicated in the variable information table below, hereinafter referred to as "CONTRACTOR."

			VARIA	BLE I	NFORMATION -	ТАВ	LE	
				Term o	of This Contrac	t		
	1	Ferm Bo	egins				Term Completion Date	
Upon Last Date E	Exec	uted by	/ GSA		On Following D	Date	August 1, 2025	
Member Agency	Lea	d						
			Basis of Pr	rice (D	o Not $\sqrt{100}$ More Th	han	One of the Following Four Blocks)	
Price \$			Fixed Price	Ar	nnual Price Monthly Price X Hourly Rate			
Not-to-Exceed Price \$225,000			$\sqrt{1}$	f Reasonable Expenses are authorized in addition to Hourly Rate				
CONTRACTOR Contact Information				GSA Contact Information				
CONTRACTOR Hansfo			ord Economic Consulting		Project Manag	nager Dillon Raney		
Addre	ess	PO Bo	Box 10384		Addre	ess	308 Nelson Avenue	
City, State & Z	ΙP	Trucke	e, CA 96162		City, State & Z	ZIP	Oroville, CA 95965	
Telephor	ne	530-41	12-3676		Telepho	one	530-552-3589	
Em	nail	catheri	ine@hansfordecon.co	<u>m</u>	Err	nail	draney@buttecounty.net	

WHEREAS, GSA, through the GSA Member Agency identified above, desires to have work described in the Attachment III - Scope of Work performed; and

WHEREAS, CONTRACTOR possesses the necessary qualifications to perform the work described herein;

**NOW THEREFORE BE IT AGREED** between the parties to this Contract that this Contract is subject to the provisions contained in the following attachments, which are made a part of this Contract. Should there be any conflicts between this Contract and the attachments that are incorporated herein precedence shall first be given to the provisions of this Contract followed by the attachments, in descending order, as indicated below:

Attachment I – Terms and Conditions (including Exhibit "A")

Attachment II - Insurance Requirements for Professional Services Contract

Attachment VI – Professional Credentials

Attachment III – Scope of Work

By signature below, the GSA Program Manager, or their designee, certifies that no unauthorized alterations have been made to the Attachment I – "Terms and Conditions" and/or the Attachment II – "Insurance Requirements for Professional Services Contract."

By\_\_\_\_\_ Dillon Raney Date GSA Program Manager

This Contract and the above listed Attachments represent the entire undertaking between the parties.

GSA

#### CONTRACTOR

By\_\_\_\_\_ Evan Tuchinsky Date Chair, Vina Groundwater Sustainability Agency

By\_\_\_\_\_ Catherine R Hansford Date Principle Hansford Economic Consulting

#### REVIEWED FOR CONTRACT POLICY COMPLIANCE APPROVED AS TO FORM Valerie Kincaid GSA Legal Counsel

APPROVED AS TO FORM Kamie Loeser Director, Butte County Dept. of Water & Resource Conservation

By	
•	Date

By\_\_\_\_\_Date

#### ATTACHMENT I TERMS AND CONDITIONS

- 1. <u>Scope of Work</u>. The work to be undertaken is identified in the attached "Attachment III Scope of Work" which is made a part of this Contract.
- 2. <u>Reimbursement</u>. The work shall be performed for the Fixed price, Annual price, Monthly price or Hourly rate as indicated above in the variable information table, but shall not exceed the Not-to-Exceed Price if included in the variable information table. Reasonable expenses if authorized and specified in addition to the Hourly Rate if both the Hourly Rate block and the block authorizing Reasonable Expenses are checked in the variable information table. Payment shall be made after the Project Manager or designee reviews and approves the work and after submittal of an invoice by the CONTRACTOR. Expenses and or materials if stipulated shall be paid only upon prior approval and with receipts and only after review and authorization by the Project Manager.
- 3. <u>GSA Project Manager</u>. The GSA Project Manager or designee for this undertaking who will receive payment invoices and answer questions related to the coordination of this undertaking is identified above in the variable information table.
- 4. <u>Independent Contractor</u>. CONTRACTOR is an independent contractor, working under his/her own supervision and direction and is not a representative or employee of GSA nor is the CONTRACTOR a partner or in any way directly affiliated with the GSA. CONTRACTOR agrees to file tax returns, report compensation and pay all applicable taxes on amounts paid pursuant to this Contract.
- 5. <u>Ownership</u>. The GSA retains the exclusive right of ownership to the final work, products, inventions and confidential information produced for the GSA by the CONTRACTOR, and the CONTRACTOR shall not disclose any information, whether developed by the CONTRACTOR or given to the CONTRACTOR by the GSA. The parties agree that the GSA will own the final work, products, inventions or information produced by the CONTRACTOR pursuant to this Contract.
- 6. <u>Confidentiality</u>. The CONTRACTOR shall comply as follows and in accordance with the required performance of this contract:
  - a. All applications, records, data or any information concerning any individual made or kept by any public office, officer or department obtained by the CONTRACTOR in the performance of duties or as a consequence of performing said duties, shall be the confidential property of the GSA and shall not be communicated, transmitted, reproduced or in any other way conveyed to any person not directly a party to this contract, its terms and conditions in accordance with all applicable laws and regulations including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and any implications thereof including destruction of records or data as appropriate under compliance criteria.
  - b. No person will publish or disclose or permit or cause to be published or disclosed any data, facts, figures, list of persons or any other form of information obtained by the CONTRACTOR in the performance of duties or as a consequence of performing said duties. No person shall publish, disclose, or use or permit, or cause to be published, disclosed or used any confidential information pertaining to any individual or group of individuals obtained by the CONTRACTOR in the performance of duties or as a consequence of performing said duties.
  - c. CONTRACTOR agrees to inform all employees, agents, associates and partners on the above provisions and that any person knowingly and intentionally violating the provisions of this clause is guilty of a misdemeanor. CONTRACTOR shall bear equal responsibility for any violation of the provisions of this paragraph.
  - d. CONTRACTOR agrees and understands that if confidential information concerning any individual made or kept by any public office, officer or department is obtained by the CONTRACTOR and included on any memory device that may be housed in a computer, or

other device (such as a "PDA") may become subject to Federal HIPAA requirements and/or any state or local regulations that apply which could result in surrender of the hard drive, sanitization or the destruction thereof in accordance with Department of Defense (DoD) 5220.22-M standard and/or industry standards current to time of the release of the equipment which ever represents the greatest level of (permanent) information destruction. At the very least, at the end of this contract, CONTRACTOR may be required to stipulate to the fact that no such files exist.

- 7. <u>Termination</u>. This Contract may be terminated by either the GSA or CONTRACTOR by a thirty day written notice. Authorized costs incurred by the CONTRACTOR will be reimbursed up to the date of termination. Notwithstanding anything stated to the contrary herein, this Contract shall expire on the Completion Date indicated in the above Variable Information Table unless the Completion Date is modified by written amendment to this Contract.
- 8. Indemnification. CONTRACTOR agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the GSA, its officers, agents and employees from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, including CONTRACTOR, to the extent arising out of or in connection with the negligent acts or omissions or willful misconduct in the performance by CONTRACTOR hereunder, whether or not there is concurrent negligence on the part of the GSA, but excluding liability due to the active negligence or willful misconduct of the GSA. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for CONTRACTOR or its agents under worker's compensation acts, disability benefit acts, or other employee benefits acts. CONTRACTOR shall be liable to GSA for any loss of or damage to GSA property arising out of or in connection with CONTRACTOR's negligence or willful misconduct.

In no event will either party be liable to the other or to any third party for any loss of use, revenue, or profit or for any consequential, incidental, indirect, exemplary, special or punitive damages whether arising out of breach of contract, tor (including negligence) or otherwise, regardless of whether such damage was foreseeable and whether or not such party has been advised of the possibility of such damages.

- 9. <u>Right to Monitor/Audit and Associated Liability</u>. It being understood by the parties hereto that the GSA's funding source herein may be GSA, State and/or Federal appropriation, and therefore CONTRACTOR is responsible for administering the program as described herein, CONTRACTOR agrees to accept responsibility for receiving, replying to and/or complying with an any audit of this project which may be deemed appropriate or required in compliance with GSA, State or Federal mandates and to reimburse the GSA for any liability upon the GSA for any discrepancy resultant from said audit exceptions or for any liability that result from a breach of contract, misrepresentation or inaccuracy.
- 10. <u>Record Retention and Availability</u>. CONTRACTOR shall maintain and preserve all records related to this agreement in its possession (or will assure the maintenance of such records in the possession of any third party performing work related to this agreement) for a minimum period of three (3) years from the effective date of this agreement, or until all State and/or Federal audits are complete, whichever is later. Upon request, CONTRACTOR shall make available copies of these records to GSA, State or Federal Governments' personnel, including but not limited to the State Auditor General. In the event that this contract is related to a FEMA grant record retention shall be three years from the date of the Grant Close-out letter.
- 11. <u>Insurance Requirements</u>. CONTRACTOR shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property which may arise from, or be in connection with the performance of the Work hereunder by CONTRACTOR, CONTRACTOR's agents, representatives, employees and subcontractors. At the very least, CONTRACTOR shall maintain the insurance coverage, limits of coverage, and other insurance requirements as described in Attachment II to this Contract.

- 12. <u>Changes to the Contract</u>. Changes to this Contract may only be approved by written amendment to this Contract. No alteration or variation of any term or condition of this agreement shall be valid unless made in writing, signed by the parties hereto in accordance with GSA Policies and Procedures. No oral understanding or agreement not incorporated as a duly authorized written amendment shall be binding on any of the parties hereto.
- 13. <u>Representations and Warranties</u>. CONTRACTOR by execution represents the skill, knowledge, proficiency and expertise to perform as herein stipulated and warrants that the credentials presented herein Attachment VI are authentic, current and duly granted.
- 14. <u>Contractor's Standard of Care</u>. GSA has relied upon the professional ability, experience, and credentials presented and represented by the CONTRACTOR as a material inducement to enter into this Contract. CONTRACTOR hereby warrants that all of CONTRACTOR's work will be performed in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable Federal, State and local laws, it being understood that acceptance of CONTRACTOR's work by GSA shall not operate as a waiver or release. Where applicable, the CONTRACTOR shall maintain the appropriate certification(s), license(s) or accreditation(s) through the life of this contract, as submitted and stipulated herein Attachment VI and make them available for audit upon request by the GSA.
- 15. <u>Termination for Exceeding Maximum Level of Expenditures</u>. Contracts exceeding the monetary limits delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Directors. If this Contract was executed for the GSA by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds the amount prescribed by Government Code Section 25502.5 for personal services contracts or the amount prescribed by Public Contract Code Section 22032 (b) for public works contracts.
- 16. <u>Termination for Exceeding Maximum Term.</u> Contracts exceeding the five year term delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Directors. If this Contract was executed for the GSA by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the term exceeds five years. Amendments to this Contract, or new Contracts for essentially the same purpose, shall not be valid beyond the five year limitation unless duly executed by the Chair of the Board of Directors.
- 17. <u>Compliance with Laws.</u> CONTRACTOR shall comply with all Federal, State and local laws, rules and regulations including, without limitation, and not limited to any nondiscrimination laws. Specifically, the CONTRACTOR by executing this agreement stipulates and certifies that as an individual or as an entity, complies in good faith as well as all actions the following regulatory requirements at least but not limited to:
  - a. Non-discrimination with regard to minority, women, and disabled veteran-owned business enterprises; hiring practices on the basis of race, color or national origin, gender, handicaps or age.
  - b. Environmental protection legislation and in particular regarding clean air and water, endangered species, handling or toxic substances and the public right to know.
  - c. Drug Free workplace, Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act and Public Health Service Act
  - d. National Labor Relations Board Public Contract Code 10296.
  - e. Domestic Partners Public Contract Code 10295.3.
  - f. ADA 1990 42 USC 12101 et seq.
- Applicable Law and Forum. This Contract shall be construed and interpreted according to California law and any action to enforce the terms of this Contract for the breach thereof shall be brought and tried in the Superior Court of the County of Butte.
- 19. <u>Contractor Performance and the Breach Thereof</u>. The GSA may terminate this agreement and is relieved of the payment of any consideration to CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the manner herein provided. CONTRACTOR shall

be notified in a timely manner of default and provided 30 days in which to remedy the default. If at the end of the 30 days, if remedy is not made or does not satisfy the default, the GSA shall notify the CONTRACTOR of the breach and thereby the termination of this contract. In the event of such termination, the CONTRACTOR shall only be entitled to reimbursement for work completed prior to termination that was not duplicated or otherwise undertaken by the GSA due to default

- 20. <u>Contradictions in Terms and Conditions</u>. In the event of any contradictions in the terms and/or conditions of this Contract, these Attachment I TERMS AND CONDITIONS shall prevail.
- 21. **No Delegation Or Assignment.** Provider shall not delegate, transfer or assign its duties or rights under this Agreement, either in whole or in part, directly or indirectly, by acquisition, asset sale, merger, change of control, operation of law or otherwise, without the prior written consent of GSA and any prohibited delegation or assignment shall render the contract in breach. Upon consent to any delegation, transfer or assignment, the parties will enter into an amendment to reflect the transfer and successor to CONTRACTOR. GSA will not be obligated to make payment under the Agreement until such time that the amendment is entered into.
- 22. <u>Conflict of Interest</u>. CONTRACTOR and CONTRACTOR'S employees shall have no interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this contract.
  - a. This contract is entered into by GSA upon the express representation that CONTRACTOR has no other contracts in effect with GSA except as described on Exhibit "A" hereto attached. Exhibit "A" is hereby made part of this contract by it reference herewith and hereby subjugated to these General Terms and Conditions (Attachment I).
  - b. CONTRACTOR understands and will adhere to the GSA's policy that no contracts shall knowingly be issued to any current GSA or Member Agency employee or his/her immediate family or to any former GSA or Member Agency employee or his/her immediate family until two years after separation from employment, without notifying the Director of the Department of Human Resources in writing:

Director of Human Resources 3 County Center Drive Oroville, CA 95966

- c. CONTRACTOR stipulates by execution of this contract that they have no business or other interest that provides any conflict with the interest of the GSA in the matters of this agreement. CONTRACTOR recognizes that it is a breach of ethics to not disclose any interest that may be a conflict to the GSA for the advice of Vina GSA Legal Counsel on the matter prior to executing this contract.
- 23. <u>Canon of Ethics</u>. CONTRACTOR by execution of this contract agrees to act in the best interest of and on behalf of the GSA and its constituents in all matters, honest, fair, prudent and diligent as dictated by reasonable standards of conduct for their profession.
- 24. <u>Severability</u>. The terms and conditions of this contract shall remain in force and effect as a whole separate from and even if any part hereof the agreement is deemed to be invalidated.
- 25. <u>No Implied Waiver</u>. In the event that The GSA at any point ignores or allows the CONTRACTOR to break an obligation under the agreement, it does not mean that GSA waives its future rights to require the CONTRACTOR to fulfill those obligations.
- 26. <u>Entirety of Agreement</u>. This contract inclusive of all Attachments herein in stipulated and made part of the contract constitutes the entire agreement between these parties.

### EXHIBIT "A" Acknowledgement of OTHER GSA Contracts

List any and all contracts that you have with GSA or Member Agencies. If none, you must stipulate "none." This cannot be left blank or omitted from the contract.

None

#### ATTACHMENT II INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES

\*Please provide a copy of Attachment II to your insurance agent.

Contractor shall procure and maintain for the duration of this contract, insurance against claims for injuries to persons or damages to property that may arise from or be in connection with the performance of the work hereunder by Contractor, Contractor's agents, representatives, employees and subcontractors. <u>Before</u> the commencement of work Contractor shall submit Certificates of Insurance and Endorsements evidencing that Contractor has obtained the following forms of coverage:

- A. MINIMUM SCOPE AND LIMITS OF INSURANCE Coverage shall be at least as broad as:
- 1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- 2) Automobile Liability: ISO's Commercial Automobile Liability coverage form CA 00 01.
  - 1. Commercial Automobile Liability: Covering any auto (Code 1) for corporate/business owned vehicles, or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage.
  - 2. Personal Lines automobile insurance shall apply if vehicles are individually owned, with limits no less than \$100,000 per person, \$300,000 each accident, \$50,000 property damage.
- 3) Workers' Compensation Insurance: As required by the State of California with Statutory Limits and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury and disease. (Not required if Contractor provides written verification he or she has no employees.)
- 4) **Professional Liability (Errors and Omissions):** Insurance appropriate to Contractor's profession, with limits no less than **\$1,000,000** per occurrence or claim, **\$1,000,000** aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the GSA requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the GSA.

- B. <u>OTHER INSURANCE PROVISIONS</u> The insurance policies are to contain, or be endorsed to contain, the following provisions:
- 1) The GSA, its officers, officials, employees and volunteers are to be covered as additional insureds on the CGL and Commercial Auto policies with respect to liability arising out of work or operations performed by or at the direction of the Contractor, including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38 and CG 20 37 forms if later revisions used).
- 2) For any claims related to this contract, Contractors insurance coverage shall be primary insurance coverage at least as broad as ISO Form CG 20 01 04 13 as respects the GSA, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the GSA, its officers, officials, employees and volunteers shall be excess of Contractors insurance and shall not contribute with it.

- 3) Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the GSA.
- **C. WAIVER OF SUBROGATION:** Contractor hereby grants to GSA a waiver of any right to subrogation which any insurer of said Contractor may acquire against the GSA by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the GSA has received a waiver of subrogation endorsement from the insurer.
- D. SELF-INSURED RETENTIONS: Self-insured retentions must be declared to and approved by the GSA. The GSA may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or GSA.
- E. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the GSA.
- F. VERIFICATION OF COVERAGE: Contractor shall furnish GSA with original certificates of insurance including all required amendatory endorsements (or copies of the applicable policy language affecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The GSA reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- **G. SPECIAL RISKS OR CIRCUMSTANCES:** GSA reserves the right to modify these requirements including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- H. SUBCONTRACTORS: Contractor shall include all subcontractors as insured under its policies or require all subcontractors to be insured under their own policies. If subcontractors are insured under their own policies, they shall be subject to all the requirements stated herein, including providing the GSA certificates of insurance and endorsements <u>before</u> beginning work under this contract.
- I. CLAIMS MADE POLICIES: If any of the required policies provide coverage on a claims-made basis:
  - 1) The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
  - 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
  - 3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
  - 4) A copy of the claims reporting requirements must be submitted to the GSA for review.

#### ATTACHMENT III SCOPE OF WORK

Unless indicated otherwise herein, the CONTRACTOR shall furnish all labor, materials, transportation, supervision and management and pay all taxes required to complete the project described below:

Pertaining to this contract's scope of work it is the CONTRACTOR's responsibility to remain within the term and amount of the contract. If the terms and/or conditions of this contract including the amounts, rates, time and/or duration are exceeded in any way without fully executed amendment, the CONTRACTOR may not be reimbursed. Any additions to the scope of work that would result in a change in cost shall be discussed and approved in writing by the GSA prior to initiating work.

#### Duties and obligations of the CONTRACTOR:

#### TASK 1: DATA GATHERING AND PROJECT MANAGEMENT

#### Task 1.1: Project Management

The Contractor shall manage, track, and report on the project's progress monthly. This task shall include providing direction to the Project Team, reviewing work status and progress, tracking budget and invoicing, and communicating with GSA throughout the Fee Study duration.

#### Task 1.2: Background and Policy Review

The Contractor shall review the previous fee study, and materials developed for the previous fee study, including public outreach materials. The Contractor shall assess challenges and opportunities, field questions to GSA staff to ensure a comprehensive understanding basis for the new fee study.

The policy review shall encompass more technical aspects of the GSA, including regulatory requirements, groundwater supply and use patterns, customer base, financial policies, and so forth.

#### Task 1.3: Data Collection and Mailing Database Preparation

Data collection under this sub-task includes collection of information by both the Contractor and GSA staff. The Contractor shall provide a list of data and information that needs to be provided by the GSA. The Contractor shall also research and acquire applicable secondary sources of data. This sub-task includes time to review data provided and gathered, and determine what additional information is needed. It also includes creation of a mailing database for public outreach.

Preliminary data needs include:

- Contact information for all JPA members
- JPA formation documents
- Background materials prepared for formation of JPA and funding of the GSA to-date
- List of all groundwater users and number of wells
- Pumping data and/or estimates of groundwater extraction by user
- Crop production reports (acreage, type)
- The GSP and any water management plans covering the GSA basins
- Already-developed GSA annual costs
- Known revenue sources for PMAs
- Growth assumptions of municipal areas
- GIS parcel data

#### Task 1 Deliverables:

- Monthly Invoices
- A list of required data and information to be provided by the GSA for the fee study within 3 weeks of project start.
- Data base for public outreach within 4 weeks of project start

#### TASK 2: BUDGET PROJECTION AND FUNDING SOURCES EVALUATION

#### Task 2.1: Projected Five-Year Budget

The Contractor shall create the estimated annual operating budget utilizing information from the 2023 fee study, Butte County's historical change in operating costs, and other relevant sources. The Contractor shall develop annual operating costs by itemizing known current operating costs as well as future estimated costs. The five-year budget shall include administrative costs, monitoring program costs, data gaps and feasibility study analyses, grant writing, annual reporting, GSP update costs, and prudent reserve/emergency reserves. For the Project and Management Action (PMA) costs (also referred to as GSP implementation costs), the Contractor shall utilize cost information previously developed in the 2023 fee study.

#### Task 2.2: Review of Other GSA Funding Mechanisms

The Contractor shall research and compile current funding mechanisms established by other California GSAs for comparative purposes. This task shall be undertaken to identify successes and hurdles, as well as the advantages and disadvantages of different funding mechanisms, and potential legal challenges.

#### Task 2.3: Funding Mechanisms Options

The Contractor shall present the advantages and disadvantages of optional funding mechanisms and fee structures to GSA. This presentation shall be based on data and background research, including analyses of the GSA under Task 1 and findings from the review of other GSA funding mechanisms under Task 2.2.

The Contractor shall note that regulatory fees may be imposed both before and after a Groundwater Sustainability Plan (GSP) is adopted, in accordance with California Water Code (CWC) § 10730. These fees may include, but are not limited to, permit fees and fees on groundwater extraction or other regulated activities, and shall fund the costs of a groundwater sustainability program. The Contractor shall ensure funds are used to cover the costs of preparation, adoption, and amendment of a GSP, and investigations, inspections, compliance assistance, enforcement, and program administration, including prudent reserves. The Contractor shall acknowledge that de minimis extractors are exempt unless regulated by the GSA pursuant to Part 2.47 of the CWC, and that the GSA may collect fees in the same manner as ad valorem taxes. Regulatory fees shall be adopted pursuant to the requirements of Proposition 26.

Furthermore, the Contractor shall recognize that a GSA, having adopted a GSP as GSA has, pursuant to CWC § 10730.2, may impose fees on the extraction of groundwater from the basin to fund costs of groundwater management. This includes administration, operation, and maintenance, including a prudent reserve; acquisition of lands or other property, facilities, and services; supply, production, treatment, or distribution of water; and other activities necessary or convenient to implement the GSP. Fees adopted under this section of the CA Code shall be subject to Proposition 218 requirements and may be fixed or include a volumetric component based on impacts to the subbasin and the year in which the production of groundwater commenced from a groundwater extraction facility.

Task 2 Deliverables:

• The Contractor shall prepare a PowerPoint presentation that summarizes the outcomes of Tasks 1 and 2 within four months of project commencement.

## \*NOTE: Upon completion of Task 2, the GSA Board shall review the findings and decide which funding option to pursue, either Option A (Proposition 26) or Option B (Proposition 218).

#### TASK 3: OUTREACH AND STAKEHOLDER INPUT

All outreach activities conducted in partnership with Rollins PR Consulting shall be carefully planned, professionally executed, and documented to ensure a successful project outcome.

#### Task 3.1: Outreach Approach and Plan

Rollins PR Consulting shall recommend taking an early, proactive stance in outreach efforts. It is critical to be transparent, informative, and actively listen during stakeholder and community engagement. Given this fee study closely follows a previously conducted study, clarifying the differences between the two shall be a priority. Engaging the community and addressing any potential negative sentiments at the outset is crucial. The Contractor shall convey trust and provide compelling reasons for continued engagement by stakeholders and the public in the new fee study process.

Rollins PR Consulting, representing the Contractor, shall review public materials compiled during the GSA formation and the first GSA fee study to identify previously raised issues or topics. Rollins PR Consulting shall conduct interviews with the Vina "SHAC" (advisory committee) to identify specific stakeholders, interest groups, other constituents, and community members who should actively participate in the outreach process. Additionally, Rollins PR Consulting shall assess the effectiveness of previous engagement strategies and identify new outreach methods to be implemented in the outreach and engagement plan.

The outreach and engagement plan shall serve as the blueprint for conducting outreach, aiming to identify effective communication tactics with stakeholders and the community regarding the fee study process and to gather feedback on proposed fee structures and options. This plan shall outline recommended messaging, outreach materials, social and traditional media strategies, stakeholder and public engagement tactics, timelines, and other relevant details.

#### Task 3.2: Develop Outreach Materials

Rollins PR will use a variety of communication tools to reach targeted/affected parties. Below are some potential types of outreach materials.

**Key Messages:** Key messages shall serve as the foundation for all communication tools and media outreach efforts. Initial messaging shall be written to convey why the GSA is pursuing a new fee study, the importance of the GSA and the benefit of it serving as a local, self-sustaining groundwater management agency, and goals of the new fee study.

**Frequently Asked Questions:** An updated FAQ document shall be created and posted to the website funding tab and used as a resource at workshops and meetings. Questions to be immediately addressed shall include "why is the GSA conducting another fee study?", "how will this process be different?", "what will happen to the current fee?" and other questions needed to clear the field and establish a new process.

**Direct Mail Notification/Database Management:** The type of direct mailers shall be identified in the outreach plan. Mailers may include postcards, newsletters, articles written for existing agency publications, and similar. Content shall be developed based on the need and purpose of the communication piece. Materials shall also be saved electronically and posted to the website/attached in e-blasts. Rollins PR shall use and maintain existing database(s) made available by the GSA and update as needed.

**Website Funding Tab:** The GSA's website funding tab shall be used to provide information about the new fee study, post revised, updated, and new materials, provide a project timeline of important benchmarks, and opportunities for public input. All project materials, public workshop summaries, and reports shall also be posted.

#### Task 3.3: Rate Study Ad Hoc Committee and Stakeholder Meetings Preparation

The Contractor recommends that a Rate Study Ad Hoc Committee be formed. The ad hoc committee shall serve as a sounding board to vet new fee options, offer intel and perspective about how the fee impacts and provides value to the community, provide names of individuals or organizations who should be part of the fee-setting process and provide recommendations for the SHAC/Board to consider. Members of the ad hoc committee shall be made up of two or three interested parties who are invested in the fee structure, a member of the SHAC and one or two community members for a total of up to six members (recommended).

Stakeholder interviews shall be a critical part of the fee study process from the beginning. Rollins PR Consulting shall work with the SHAC, Ad Hoc and GSA management staff to determine key influencers and stakeholder groups to be involved. Meetings may be one-on-one, held as small group meetings (such as with agricultural interests) and shall include meetings with existing organizations such as Butte County Farm Bureau, Butte Cattlemen's Association, and similar.

#### Task 3.4: Community Outreach Preparation

The community-at-large shall also need to be engaged, however, it may be recommended as part of the outreach plan to hold community forums later in the fee study process. Part of the recommendation to wait is to avoid burnout and confusion with the previously conducted fee study and implementation. Recommendations may be to hold forums with smaller audiences in key GSA basin regions, hold focus

groups, present at large audience events, or provide articles in widely read publications. Recommendations will be refined in the public outreach plan.

#### Task 3.5: Media Relations

Media relations shall constitute an integral part of the fee study effort, serving not only as another layer of outreach to reach the community at large but also to proactively address and inform the public about the reasons for the new fee study. News releases and opinion pieces shall be drafted for traditional media outlets such as Chico ER, Red Bluff Daily, and other local water and agriculture-related publications. Spanish-language publications shall also be provided with releases and announcements.

Social media shall be utilized when deemed appropriate to enhance outreach, especially in advertising community outreach opportunities. Posts shall be written and provided to partner agencies willing to advertise opportunities for engagement.

Local/neighborhood social media forums may need to be monitored for negative or incorrect information by community members with access to these platforms.

#### Task 3 Deliverables:

• The Contractor shall deliver up to six Ad Hoc Meetings, three general outreach forums, an outreach plan, outreach materials, webpage content, key messages and fact sheets, meeting materials, a stakeholders database, key meeting notes, and applicable media and social media materials. Outreach meetings may span several months throughout 2024.

#### TASK 4: MEETINGS

#### Task 4.1: Meetings in Butte County

The Contractor shall conduct meetings with the Rate Study Ad Hoc Committee, the SHAC, and community organizations in Butte County to solicit input and feedback as the work program progresses. The Contractor is allotted up to nine meetings for outreach and ad hoc committee engagements.

Additionally, the Contractor shall budget for participation in five Board meetings, which may include potential closed sessions as follows:

- Two informational meetings with the Board, potentially including closed sessions.
- One meeting for the presentation of the Draft Study fee report to the Board.
- One meeting for the Board's acceptance of the Final Fee Study report.
- One public meeting for the adoption of the Fee.

Meetings will be held as needed as the Fee Study progresses; it is anticipated that most of the public meetings will occur at the start of calendar year 2025.

(OPTION B allows for an additional in-person public workshop, for a total of 15 in-person meetings.)

\*\*\*NOTE: Upon the completion of TASK 2: BUDGET PROJECTION AND FUNDING SOURCES EVALUATION, the GSA Board shall review the findings to decide which funding option to pursue for the fee study and implementation, between OPTION A: PROPOSITION 26 FEE STUDY AND IMPLEMENTATION and OPTION B: PROPOSITION 218 FEE STUDY AND IMPLEMENTATION. It is assumed that the budget and scope for TASKS 1-4 are consistent across both options as described herein. The selection made by the Board will primarily influence the specific tasks beyond TASK 4, guiding the project's strategic direction, budgetary considerations, and detailed execution plan in the subsequent phases.

#### **OPTION A: PROPOSITION 26 FEE STUDY AND IMPLEMENTATION**

#### TASK5: PROPOSITION 26 FEE STUDY AND IMPLEMENTATION

#### Task 5.1: Regulatory Fee Calculations and Report

The Contractor shall develop datasets, a GIS platform, and an interactive map for posting on the fee study webpage. Once all the data is assembled in workable formats, the fee calculations will be performed, and the draft results shall be presented to the GSA Board. Once the budget has been projected, the net expenses that are to be funded by the new fee are allocated to user groups based on a reasonable relationship between the payees and the benefits of the program.

A report meeting Proposition 26 requirements shall be prepared and provided in electronic copy. The Contractor shall prepare an administrative draft report, a public review draft report, and a final report.

#### OPTION A, Task 5 Deliverables:

A report documenting methodologies used for fee establishment, outreach efforts, and fee calculation findings. An interactive map for GSA's webpage upload upon completion (hosted by the GSA) shall also be provided. The report will be provided after stakeholder outreach is completed, and the ad hoc committee has weighed in on potential fee structures, estimated to be approximately 9 months after project commencement.

#### Task 5.2: Fee Adoption Support

In addition to the outreach efforts described in Task 3, the Contractor shall assist with drafting staff reports, ordinances, resolutions, and answer technical questions regarding the new fee. The Contractor shall the letter for the GSA to send to the California Public Utilities Commission (CPUC). Agencies with groundwater users that are regulated by the CPUC are required to notify the CPUC before imposing a fee under either CWC § 10730 or 10730.2.

#### TASK 6: MANAGEMENT ACTIONS FINANCING PLAN (OPTIONAL AND BUDGET DEPENDENT)

#### Task 6.1: Infrastructure and Capital Operations Financing Plan

The Contractor shall explore potential funding mechanisms available to the GSA, a Joint Power Authority (JPA), for funding PMA infrastructure and capital operations. This includes but is not limited to special taxes, land-secured funding mechanisms, tax increment financing, debt financing, state and federal loans and grants, member agency contributions, private and non-profit contributions, and fees pursuant to CA C66000 and CA 66013 for new development.

The Contractor shall create a financing plan that shall evaluate the effect of potential different funding mechanisms for PMAs on developed policy objectives, including water conservation, environmental uses of water, the impacts to different groundwater users, and economic competitiveness. Each financing option will be evaluated in terms of its ability to fund the improvements in the necessary timeframe. The Contractor's Excel models shall evaluate the impact of funding capital improvements by priority and assess various pay-as-you-go or debt funding scenarios. If any costs are attributable to future customers, The Contractor shall allocate costs of the improvements between existing and future customers.

#### OPTION A, Task 6 Deliverables:

• A technical memorandum for the Infrastructure and Capital Operations Financing Plan shall be prepared in electronic copy only, including both a draft and final memo. This memorandum will take approximately 6 weeks to complete following completion of the Draft Fee Study Report.

#### OR

#### **OPTION B: PROPOSITION 218 FEE STUDY AND IMPLEMENTATION**

#### TASK 5: PROPOSITION 218 FEE STUDY AND IMPLEMENTATION

Task 5.1: Cost-of-Service Study Report

The Contractor shall prepare a cost-of-service analysis for the property-related fee based on cost classification and groundwater usage characteristics. This analysis shall lead to the calculation of user fees ensuring the GSA is adequately funded for both existing and projected future costs, and that the fees are based on the demand for service immediately available to each customer type as required by Proposition 218.

Upon establishing the projected revenue requirement, the Contractor shall allocate it to user groups based on a reasonable relationship between the customer and the service they receive. A cost-of-service analysis shall be prepared focusing on the cost classification and groundwater usage characteristics of customer groups, in compliance with CWC § 10730.2. The analysis shall culminate in the calculation of user fees for the GSA, aimed at adequate funding for existing and projected future costs, ensuring fees are aligned with the service demand by each customer type as mandated by Proposition 218. The Contractor shall provide the report in electronic copy only, including an administrative draft report, a public review draft report, and a final report.

#### Task 5.2: Proposition 218 Fee Implementation and Legal Notification

The Contractor shall assist with drafting staff reports, ordinances, and/or resolutions, and shall support staff in answering technical questions. The Contractor shall prepare the required letter for the GSA to send to the California Public Utilities Commission (CPUC).

Further implementation steps under the Proposition 218 process shall include:

**Prop 218 Notice:** The Contractor shall develop the notice in accordance with Proposition 218 legal requirements, including background information, proposed fees, protest procedures and customer rights, and the dates and locations of the public meeting and hearing. Rollins PR shall be responsible for the printing, handling, and mailing of the notices with a mail house.

Additional Outreach before the Public Hearing: If the GSA decides to proceed with a property-related Proposition 218 fee subject to the protest procedure specified in Article XIII D of the California Constitution, the Contractor recommends conducting an additional in-person public workshop. This shall serve as an open forum for communication before a protest procedure, which can be instrumental in enhancing understanding and reducing the number of written protests. The Contractor shall also develop and provide additional media materials (releases, advisories, calendar alerts) to online and print media outlets, including community sites, with details about the project, workshops, and public hearing, and instructions on how to submit comments.

#### OPTION B, Task 5 Deliverables:

The Contractor shall prepare a cost-of-service report documenting the methodologies used to
establish the fee, outreach, and findings of the fee calculations. An interactive map shall be created
and uploaded to the GSA's website upon completion. The Contractor is also responsible for the
creation of the Proposition 218 public notice and coordination of its printing and mailing. The report
will be provided after stakeholder outreach is completed, and the ad hoc committee has weighed
in on potential fee structures, estimated to be approximately 9 months after project commencement.

#### Contractor Project Schedule:

**Overview:** The project's timeline is contingent upon various factors, including stakeholder feedback and comprehensive data analysis. Given recent developments where the previously adopted fee was found inadequate, it is imperative to approach this fee adjustment process with diligence, ensuring inclusivity and thoroughness. HEC projects the implementation of a revised fee structure by Fiscal Year 2026, subject to stakeholder engagement and data validation.

**Contract Execution and Initiation:** Following contract execution anticipated in February 2024, project activities are expected to commence in March 2024. The timeline for adopting a new funding mechanism will vary based on its nature and the regulatory requirements it must satisfy, including Proposition 26 or Proposition 218.

#### Schedule for Fee Adoption:

**OPTION A: PROPOSITION 26 FEE STUDY AND IMPLEMENTATION:** A draft schedule under this option is shown in **Figure 1.** Adoption procedures will adhere to the California Constitution's legal mandates, with potential billing adjustments made via property tax rolls or direct mailings within specified time frames.

#### Or

**OPTION B: PROPOSITION 218 FEE STUDY AND IMPLEMENTATION:** This track will follow Proposition 218's noticing requirements, allowing a minimum of 45 days for public review prior to adoption. A draft schedule under this option is shown in **Figure 2.** Adjustments to the timeline may occur to accommodate extended public hearings or other procedural necessities.

**Flexibility and Adjustments**: The schedules provided for OPTIONS A and B are preliminary and may be revised to reflect stakeholder participation levels, data analysis outcomes, and other unforeseen variables. The parties acknowledge that adjustments to the schedule may be necessary to ensure a comprehensive and equitable fee study process.

**Implementation:** Regardless of the chosen funding mechanism, the fee adoption can precede its implementation to allow for adequate preparation and notification to affected parties.

Please see Attached III, Exhibit A for Figures 1 & 2

#### **Contractor Compensation:**

The maximum amount billable under this contract shall not exceed \$225,000. This not to exceed is based on a combination of the proposed budget for option A or B (\$138,000) and the higher identified estimate for direct outreach costs under Option B for a total of \$225,000. Billing rates are identified on Exhibit "A", CONTRACTOR Fee Schedule, attached hereto and incorporated herein. CONTRACTOR shall submit fully delineated invoices by budget category and task monthly to GSA. Using a general overhead percentage is not allowed and shall not be used for invoicing. Expenditures for tasks shall not exceed totals specified in each Budget Category presented in the Cost Breakdown Table (Schedule III, Exhibit B, Figures 1 & 2)

Costs that are not eligible for reimbursement under this contract include, but are not limited to the following items:

- A. Costs for preparing and filing a grant application and/or spending plan.
- B. Travel and per diem costs, except for mileage.
- C. Meals, food items, or refreshments.

Invoices: CONTRACTOR shall submit invoices via email to the GSA Project Manager or their designee. Fully Delineated invoices must include:

- Contract Number
- Date of the invoice
- Invoice number
- Work Performance Period
- Total amount due for the invoice time period
- Invoices must be itemized based on the categories (i.e., Component, budget categories and tasks) specified in the Cost Table. The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
- Reimbursable expense receipts; mileage logs
- Subcontractor invoice copies shall be submitted with invoices from Contractor

Upon receipt, review and approval of Contractor invoices, GSA shall authorize County Auditor's Office to make payment within 30 days.

#### Please see Attachment III, Exhibit B for CONTRACTOR Fee Schedule

#### Duties and obligations of the GSA:

#### GSA's Duties include:

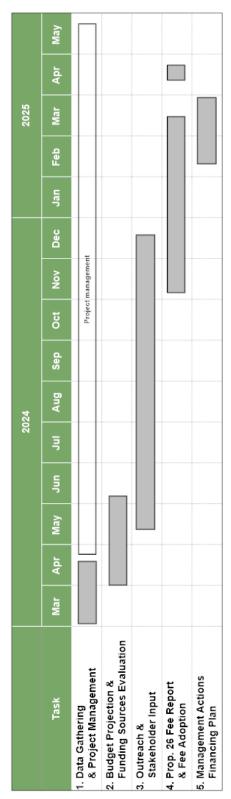
- Project Management: GSA will review work status/progress, track invoicing/budget, and communicate throughout the Fee Study duration.
- Data Collection and Mailing Database Preparation: GSA staff, alongside the Contractor, are tasked with gathering required data and information as listed by the Contractor. This includes creating a mailing database for public outreach purposes. The preliminary data needs include contact information for JPA members, formation documents, background materials, lists of groundwater users and wells, pumping data, crop production reports, the GSP, annual costs, revenue sources, growth assumptions, and GIS parcel data.
- Outreach and Stakeholder Input: The GSA is involved in outreach efforts, particularly in ensuring no gaps in communication with stakeholders, including staff, boards, committees, and the community. The GSA is responsible for providing existing databases for outreach efforts and may be involved in developing outreach materials, community forums, and stakeholder meetings preparation.

#### GSA's obligations include:

- Make any relevant notification promptly
- Provide data promptly
- Provide schedules or set up meetings or respond to presentation of information promptly
- Pay upon provision as herein stipulated and after presentation of appropriate receipts and/or invoice.
- If possible, avoid stipulating payment within specific period. If absolutely necessary state no less than 30 days and 60 days is not atypical.
- GSA does not pay interest or penalties.

#### ATTACHED III, EXHIBIT A Contractor Project Schedule: Figures 1& 2

Figure 1 OPTION A: PROPOSITION 26 FEE STUDY AND IMPLEMENTATION: Estimated Schedule



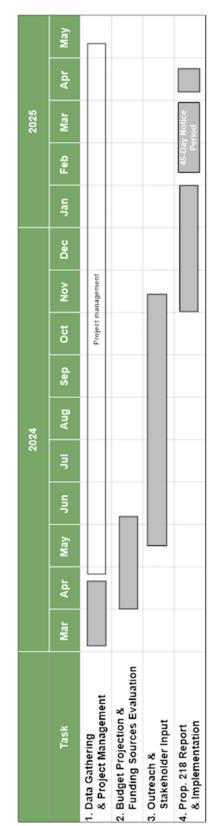


Figure 2 OPTION B: PROPOSITION 218 FEE STUDY AND IMPLEMENTATION

#### ATTACHMENT III, EXHIBIT A: CONTRACTOR Fee Schedule

**Billing Rates:** The following hourly rates shall apply for services rendered by the Contractor and Rollins PR Consulting from January 1, 2024, through December 31, 2024:

- Principal (Catherine Hansford): \$205 per hour
- Associate: \$135 per hour
- Research Analyst: \$120 per hour
- Clerical: \$90 per hour
- Outreach Specialist (Schaelene Rollins): \$150 per hour
- Designer (Rashell Choo): \$100 per hour
- Advisor (Mark Foree): \$180 per hour

These rates are subject to adjustment beginning January 1, 2025. The parties will negotiate any changes to these rates in good faith.

#### KSN Inc. 2023 Fee Schedule:

PREVAILING WAGE PROJ Effective July 1, 2023	ECIS	
Position		Rate
Principal Engineer	\$	290.00
Associate Principal Engineer	\$	275.00
Associate Engineer	\$	265.00
Senior Engineer	\$	240.00
Engineer III	\$	230.00
Engineer II	\$	215.00
Engineer I	\$	200.00
Junior Engineer	\$	165.00
Senior Project Manager	\$	260.00
Project Manager	\$	240.00
Assistant Project Manager II	\$	225.00
Assistant Project Manager I	\$	210.00
Grant Manager	\$	185.00
Senior Surveyor	\$	255.00
Surveyor	\$	225.00
Assistant Surveyor	\$	190.00
Field Crew PW-One Person & Vehicle	\$	250.00
Field Crew PW-Two Person & Vehicle	\$	365.00
Inspector (Office)	\$	190.00
Inspector PW (Field) & Vehicle	\$	235.00
GIS Manager	\$	180.00
Technician/GIS/CAD Designer III	\$	165.00
Technician/GIS/CAD Designer II	\$	150.00
Technician/GIS/CAD Designer I	\$	120.00
Project Coordinator IV	\$	160.00
Project Coordinator III	\$	130.00

#### 2023 FEE SCHEDULE PREVAILING WAGE PROJECTS Effective July 1, 2023

Project Coordinator II	\$	115.00
Project Coordinator I	\$	100.00
Equipment	Но	ourly Rate
3D Point Cloud Workstation	\$	25.00
GPS Receivers-Per Receiver Per Hour	\$	25.00
Robotic Total Station	\$	35.00
HDS Scanner	\$	150.00
Boat	\$	55.00
Expenses		

Auto Mileage per current Federal Rates

Special Consultants	Cost Plus 10%
Reimbursable Expenses	Cost Plus 10%
(Printing, Photos, Copies, Travel, Telephone, Fax	, Survey
Materials, etc.)	

Additional charges may apply for overtime services.

Fees are due and payable within 30 days from the date of billing. Fees past due may be subject to a finance charge computed on the basis of 1 1/2% of the unpaid balance per month.
 Hourly rates are subject to review and adjustment January 1<sup>st</sup> and July 1<sup>st</sup> of each year.

**Direct Costs and Mileage Reimbursement:** Direct costs incurred in connection with the provision of services hereunder will be billed at actual cost with no markup. Mileage will be reimbursed at the thencurrent federal rate.

**Legal Matters:** Any services rendered in connection with legal matters, including but not limited to the production of records, provision of testimony, or serving as an expert witness, shall be billed at 150% of the standard billing rates.

**Payment Terms:** The Contractor shall issue monthly invoices detailing services performed, the percentage of budget utilized, and any direct costs incurred. Payment is due upon receipt of each invoice, unless alternative terms are expressly agreed upon in writing. The Contractor reserves the right to reallocate budgets between tasks as necessary, provided that the total budget does not exceed the agreed-upon amount.

In the event services are requested beyond the scope outlined in this Agreement, the Contractor will submit a request for budget authorization prior to commencing such work. No additional services will be undertaken without explicit prior authorization.

#### **Estimated Budget:**

**Budget Overview:** The total estimated budget required for a comprehensive work plan and successful fee adoption under either Option A or Option B is \$138,000, as detailed in this cost proposal and illustrated in **Tables 1** (Option A) and **Table 2** (Option B). This estimate does not include direct outreach costs due to their highly variable nature.

**Direct Outreach Costs:** To ensure efficiency and potential cost savings, it is recommended that the GSA directly pay vendors for outreach materials rather than routing these expenses through the Contractor. Rollins PR will facilitate obtaining quotes from multiple vendors, or the GSA may opt to engage a vendor traditionally used by the County for potentially better rates. Direct outreach costs encompass printing, handling, postage, translation services, and the placement of notices in local newspapers. While the Contractor or Rollins PR can advance funds for these materials, such expenditures will require reimbursement and are not included in the \$138,000 budget.

**Cost Estimate Assumptions:** The provided County and GSA data will be in a functional format, requiring no special manipulation.

- The budget covers up to 14 meetings in the County for Option A and 15 meetings for Option B. Additional meetings will necessitate a supplementary budget request, unless funds can be reallocated from another task.
- The estimate does not cover the preparation of tax rolls and direct billing tasks scheduled for June and July 2025.
- Direct costs will include mileage (reimbursed at the current Federal rate), parking, printing, and meals exclusively during travel for meetings.
- All deliverables will be provided in electronic format.

**Exclusion of Direct Outreach Costs**: Detailed direct outreach costs, which include printing, mail services, postage for targeted direct mail pieces, translation of outreach materials, noticing in newspapers, and materials for public workshops, are excluded from the proposed budget. These costs vary significantly between Option A and Option B, with estimates provided in **Table 3**, ranging from \$33,000 for Option A to \$87,000 for Option B.

		HEC		Rolli	<b>Rollins PR</b>		KSN	z		
						Associate	Engineer	GIS	GIS	
Task Description	Principal	Advisor	Clerical	Outreach	Outreach Designer	Principal	≡	Manager	Manager Specialist	Total
Hourly Billing Rates	\$205	<i>\$180</i>	<i>06\$</i>	\$150	\$100	\$275	\$230	\$180	\$150	
1 Data Gathering & Project Management										
1.1 Project Management			14	∞		9				\$4,110
1.2 Background & Policy Review	14			80						\$4,070
1.3 Data Collection & Mailing Database Preparation	∞			16				16	40	\$12,920
2 Budget Projection & Funding Sources Evaluation										
2.1 Regulatory Program Budget Projection	∞									\$1,640
2.2 Review of Other GSA Funding Mechanisms	14		9							\$3,410
2.4 Funding Mechanisms Options	40	10	∞							\$10,720
3 Outreach & Stakeholder Input										
3.1 Outreach Plan	2			16						\$2,810
3.2 Develop Key Outreach Materials	8			32	25					\$8,940
3.3 Ad Hoc Committee & Stakeholder Meetings Prep.	30			50	∞					\$14,450
3.4 Community Outreach Preparation	15			25	33					\$7,125
3.5 Media Relations				10						\$1,500
4 Prop. 26 Fee Study & Implementation										
4.1 Regulatory Fee Calculations & Report	48	9	16	4		4		10	60	\$24,860
4.2 Fee Adoption Support	10		9							\$2,590
5 Management Actions Financing Plan [1]										
5.1 Financing Plan for PMAs	23		4				∞			\$6,915
6 Meetings										
6.1 Meetings in Butte County [2]	98			50						\$27,515
Total Staffing Cost Estimate (rounded)										\$133,600
Direct Costs for Trips										\$4,400
TOTAL PROPOSED BUDGET TRACK A										\$138,000
[1] This task is ontional and budget dependent. The estin	The estimated cost for this task should first he considered as contingency for the fee study	or this task	should fire	st he consid	lered as co	ntingency fo	or the fee st	, udv		
[ד] ווווס נמסע וס טענוטוומו מווח מתחפבר מבאבוותבוורי ווווב בסנוו	וומובת החזר זו	אכסז כוווו ונ		זו הם בתווחו	ובו בת מז החו	ווווופכוורא וו	ת וווב ובב זו	uuy.		

# Table 1 Option A Cost Estimate

If any budget is remaining upon completion of the fee study, this task can be conducted.

[2] Budget estimate is for 14 meetings in Chico or elsewhere within the GSA management area. Includes meeting and travel time. Preparation costs are included in tasks 1-4.

Task Description         Hourly Billing Rates         1 Data Gathering & Project Management         1.1 Project Management         1.2 Background & Policy Review         1.3 Data Collimition of Manine During Contents											
Task Description Hourly Billing Rates 1 Data Gathering & F 1.1 Project Manage 1.2 Background & P							Associate	Engineer	GIS	Specialist	
Hourly Billing Rates 1 Data Gathering & P 1.1 Project Manage 1.2 Background & P 2.2 Background & P		Principal	Advisor	Clerical	Outreach		Principal	≡	Manager	=	Total
<ol> <li>Data Gathering &amp; P</li> <li>Project Manage</li> <li>Background &amp; P</li> <li>Data Collection</li> </ol>		\$205	<i>\$180</i>	\$90	\$150	\$1 <i>00</i>	<i>\$</i> 275	\$230	\$180	\$150	
1.1 Project Manage 1.2 Background & P	Project Management										
1.2 Background & P	ement			14	80		9				\$4,110
1 2 1242 (2)	olicy Review	14			8						\$4,070
T.J DALA CUIECIUN	1.3 Data Collection & Mailing Database Preparation	80			16				16	40	\$12,920
2 Budget Projection	2 Budget Projection & Funding Sources Evaluation										
2.1 Budget Projection	on	80									\$1,640
2.2 Review of Other	2.2 Review of Other GSA Funding Mechanisms	14		9							\$3,410
2.3 Funding Mechanisms Options	nisms Options	40	10	80							\$10,720
2 3 Outreach & Stakeholder Input	older Input										
3.1 Outreach Plan		2			16						\$2,810
3.2 Develop Key Outreach Materials	treach Materials	8			32	25					\$8,940
3.3 Ad Hoc Commit	3.3 Ad Hoc Committee & Stakeholder Meetings Prep.	36			60	10					\$17,380
3.4 Community Outreach Preparation	creach Preparation	15			25	ŝ					
3.5 Media Relations					10						\$1,500
4 Proposition 218 Funding Program	nding Program										
4.1 Cost of Service Study Report	Study Report	72	œ	20	9		4		10	60	\$30,800
4.2 Legal Notificatic	4.2 Legal Notification & Fee Adoption Support	10		7	12	9					\$5,080
5 Meetings											
5.1 Meetings in Butte County [1]	te County [1]	105			55						\$29,775
Total Staffing Cost	Total Staffing Cost Estimate (rounded)										\$133,200
Direct Costs for Trips	35										\$4,800
TOTAL PROPOSED BUDGET TRACK B	JDGET TRACK B										\$138,000

# Table 2Option B Cost Estimate

Outreach Direct Cost Item	Estimated Cost	Estimated Tax	Estimated Total
Fact Sheet/FAQ		TRACK A	
Translation	\$350	\$0	\$350
Subtotal	\$350	\$0	\$350
Targeted Direct Mail Notifications (1 mailing)/Database N	vlgmnt		
Translation (\$.50/word/750-1,000 words per piece)	\$500	\$0	\$500
20,000 pieces postage & handling (\$1.20 each)	\$24,000	\$0	\$24,000
Printing based on 20,000 addresses (\$0.25 each)	\$5,000	\$438	\$5 <i>,</i> 438
Subtotal	\$29,500	\$438	\$29,938
Website Page (development/updates)	\$0	\$0	\$0
Public Workshops (1)			
Handouts/Boards	\$0	\$0	\$0
Interpreter and equipment	\$850	\$0	\$850
Refreshments/incidentals	\$200	\$0	\$200
Subtotal	\$1,050	\$0	\$1,050
Public Noticing			
Public Notice x 2 newspapers	\$700	\$0	\$700
Print Translation Service	\$350	\$0	\$350
Subtotal	\$1,050	\$0	\$1,050
ESTIMATED OUTREACH COSTS TRACK A			\$33,000
Fact Sheet/FAQ	¢250	TRACK B	¢250
Translation Subtotal	\$350 <b>\$350</b>	\$0 <b>\$0</b>	\$350 <b>\$350</b>
	•	ŞU	3330
Targeted Direct Mail Notifications (1 mailing)/Database M	-	ćo	¢500
Translation (\$.50/word/750-1,000 words per piece)	\$500	\$0 ¢0	\$500
20,000 pieces postage & handling (\$1.20 each)	\$24,000	\$0 \$428	\$24,000
Printing based on 20,000 addresses (\$0.25 each) Subtotal	\$5,000 <b>\$29,500</b>	\$438 <b>\$438</b>	\$5,438 <b>\$29,938</b>
Website Page (development/updates)	\$0	\$0	\$0
Public Workshops (2)	ćo	ćo	ćo
Handouts/Boards	\$0 \$1,700	\$0 \$0	\$0 \$1,700
Interpreter and equipment Refreshments/incidentals	\$1,700 \$400	\$0 \$0	\$1,700 \$400
Subtotal	\$2 <b>,100</b>	\$0 \$0	\$ <b>2,100</b>
Public Noticing	+_,	<i>+•</i>	+=)===
Public Notice x 2 newspapers	\$700	\$0	\$700
Print Translation Service	\$350	\$0 \$0	\$350
Subtotal	\$ <b>1,050</b>	\$0 \$0	\$1,050
Proposition 218 Notice			
35,900 pieces postage & handling (\$1.20 each)	\$43,080	\$0	\$43,080
Printing based on 35,900 addresses (\$0.24 each)	\$8,616	\$754	\$9,370
Public Notice x 2 newspapers	\$700	\$0	\$700
Print Translation Service	\$350	\$0	\$350
Subtotal	\$52,746	\$754	\$53,500