

**Goodwin Consulting Group, Inc.
Peer Review Services Agreement**

AGREEMENT FOR SERVICES #368-S1510

THIS AGREEMENT, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Goodwin Consulting Group, Inc., a corporation duly qualified to conduct business in the State of California, whose principal place of business is 555 University Avenue, Suite 280, Sacramento, California 95825 (hereinafter referred to as "Consultant");

RECITALS

WHEREAS, County has determined that it is necessary to obtain a consultant to assist its Community Development Agency to conduct a peer review of the Fiscal Impact Analysis (FIA), the Public Facilities Financing Plan (PFFP), and the Development Agreement (DA) for the Saratoga Estates Subdivision Project in El Dorado Hills, El Dorado County, California;

WHEREAS, Consultant has represented to County that it is specially trained, experienced, expert, and competent to perform the special services required hereunder, and County has determined to rely upon such representations;

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable state and local laws;

WHEREAS, County has determined that the provision of such services provided by Consultant are in the public's best interest, and authorized by El Dorado County Charter, Section 210(b)(6) and/or Government Code Section 31000;

NOW, THEREFORE, County and Consultant mutually agree as follows:

ARTICLE I

Scope of Services: Consultant agrees to furnish personnel and services necessary to conduct a peer review of the FIA, PFFP and DA for the Saratoga Estates Subdivision (hereinafter referred to as "Project"). Services shall include, but not be limited to, those tasks as identified in Exhibit A, marked "Scope of Work," incorporated herein and made by reference a part hereof. Deliverables for the specific items of work to be provided under the Scope of Work shall be as specified therein, shall be prepared using the software described in this Article, and shall be submitted in accordance with the timeframes specified in Exhibit A, hereto. Modifications to the deliverables required and completion times specified in Exhibit A, hereto, or to the software requirements, may only be made in accordance with the prior written approval of County's Contract Administrator.

Unless otherwise indicated, receipt of this executed Agreement is Consultant's Notice to Proceed with Exhibit A, Tasks 1 – 5, herein. No payment will be made for any work performed prior to the effective date of the Agreement.

In addition to the specific services identified in Exhibit A, this Agreement may also include additional scope items or Contingency Work. Such Contingency Work may supplement, expand or otherwise modify the Scope of Work or may include, but not be limited to, tasks that are deemed critical by County's Contract Administrator to the furtherance of the Project.

Before proceeding with any work concerning Contingency Work under this Agreement, the parties shall identify the specific services to be provided for each assignment. County's Contract Administrator will issue a written Work Order for any Contingency Work assigned to Consultant where the not-to-exceed cost itemization does not exceed the allocated amount referenced in Exhibit C as Contingency Work.

The period of performance for Work Orders shall be in accordance with dates specified in each Work Order. No payment will be made for any work performed before or after the period of performance in the Work Order, unless County's Contract Administrator and Consultant amend the Work Order. No Work Order will be written which exceeds the cumulative total of the not-to-exceed dollar amount of this Agreement.

No payment will be made for any work performed prior to approval and full execution of the Work Order, as applicable, and no payment will be made for amounts in excess of the not-to-exceed amount of the Work Order.

If a submittal or deliverable is required to be an electronic file, Consultant shall produce the file using Microsoft (MS) Office 2010 applications (specifically, MS Word, MS Project and MS Excel). Signed reports shall be submitted in Adobe portable document format (PDF). All deliverables shall be submitted in language, format and design that are compatible with and completely transferable to County's computer and that are acceptable to County's Contract Administrator. Newer versions of software may be used and other types of software used for analytical purposes may be authorized if approved in advance of the submittal by County's Contract Administrator. Consultant shall submit all deliverables to County's Contract Administrator. Failure to submit the required deliverables in the format required shall be grounds for termination of the Agreement, as provided in ARTICLE XVII, Default, Termination, and Cancellation, herein.

All of the services included in this Article and Exhibit A, Scope of Work, are the responsibility of Consultant, unless specifically described as a task or item of work to be provided by County.

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall expire three (3) years from the date of execution thereof.

ARTICLE III

Compensation for Services: Consultant agrees, understands, and acknowledges that the monies utilized by County to pay it as set forth under this Agreement are provided by Renasci Development, LLC (Applicant) under a separate Agreement between County and Applicant. Consultant agrees that payment, or any portion thereof, to it under this Agreement shall be expressly conditioned on, and dependent upon the payment to County by Applicant under the terms of said separate Agreement, and that County has no obligation to pay Consultant for work performed hereunder until County receives the requisite monies from Applicant.

For services provided herein, County agrees to pay Consultant monthly in arrears. Payment shall be made within forty-five (45) days following County's receipt and approval of itemized invoices detailing the services rendered.

For the purposes hereof, the billing rates shall be in accordance with Exhibit B, marked "Fee Schedule," incorporated herein and made by reference a part hereof. The hourly rates listed on the Fee Schedule are effective through December 31, 2015, may be adjusted annually every December and are subject to a maximum of three percent (3%) increase per year upon written request of Consultant and upon prior written approval by County's Contract Administrator. Any rate increases authorized by County's Contract Administrator shall not increase the total not-to-exceed budget for the Project and shall not increase the not-to-exceed amount of the Agreement.

Reimbursement for mileage expenses for Consultant, if applicable, shall not exceed the rates to be paid to County employees under the current Board of Supervisors Travel Policy at the time the mileage expenses are incurred. There shall be no markups allowed on mileage rates for Consultant. Travel costs (i.e., overnight lodging, meals, parking, airfare, bridge tolls, and other per diem expenses) will not be reimbursed as a direct cost for any service performed under this Agreement by Consultant.

Other direct costs, including but not limited to overnight delivery charges and costs associated with the purchase of data from outside data sources, shall be invoiced at Consultant's cost, without markup, for the services rendered. Any invoices that include direct costs shall be accompanied by documentation to substantiate Consultant's costs for the service being billed on those invoices.

For the purposes of budgeting the Tasks in Exhibit A, the billing amounts for the Project, distributed by Tasks, are identified in Exhibit C, marked "Cost Estimate," incorporated herein and made by reference a part hereof. In the performance of the scope of services to be provided in accordance with the Project's budget, Consultant may request to reallocate the expenses among the various Tasks, subject to County's Contract Administrator's written approval. In no event shall the total not-to-exceed budget of each Project be exceeded.

The total amount of this Agreement, inclusive of all costs, expenses and Work Orders shall not exceed \$31,000.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces. Copies of documentation attached to invoices shall reflect Consultant's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

County of El Dorado
Community Development Agency
Development Services Division
2850 Fairlane Court
Placerville, California 95667
Attn.: Roger Trout
Development Services Division Director

or to such other location as County directs.

In the event that Consultant fails to deliver, in the format specified, the deliverables required by this Agreement, County at its sole option may delay the monthly payment for the period of time of the delay, cease all payments until such time as the required deliverables are received, or proceed as set forth below in ARTICLE XIII, Default, Termination, and Cancellation, herein.

ARTICLE IV

Taxes: Consultant certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Consultant to County. Consultant agrees that it shall not default on any obligations to County during the term of this Agreement.

ARTICLE V

Licenses: Consultant represents that it and any and all subconsultants employed under this Agreement are duly certified or licensed in good standing by the State of California to perform the services contemplated under this Agreement, and that Consultant and all subconsultants shall maintain said certificates and licenses in good standing throughout the term of this Agreement.

ARTICLE VI

Ownership of Data: Upon completion or earlier termination of all services under this Agreement, or upon the completion or earlier termination of services provided in accordance with this Agreement and/or Work Orders issued pursuant to this Agreement, ownership and title to all reports, documents, plans, maps, specifications, estimates, compilations, photographs, videos and any and all other materials or data produced or obtained as part of this Agreement will automatically be vested in County without restriction or limitation on their use, and no further agreement will be necessary to transfer ownership to County. Copies may be made for Consultant's records, but shall not be furnished to others without written authorization from County's Contract Administrator. Such deliverables shall be deemed works made for hire and all rights in copyright therein shall be retained by County. Consultant shall furnish County all

necessary copies of data including data stored in electronic format, needed to complete the review and approval process of the services and deliverables provided under this Agreement.

ARTICLE VII

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE VIII

Consultant to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Consultant shall act as Consultant only to County and shall not act as Consultant to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Consultant's responsibilities to County during the term hereof.

ARTICLE IX

Confidentiality: Consultant shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. Consultant, and all Consultant's staff, employees, and representatives, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County's Community Development Agency for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

ARTICLE X

Assignment and Delegation: Consultant is engaged by County for its unique qualifications and skills as well as those of its personnel. Consultant shall not subcontract, delegate, or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

ARTICLE XI

Independent Contractor/Liability: Consultant is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Consultant exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Consultant shall be responsible for performing the work under this Agreement in a safe, professional, skillful, and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the

manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Consultant or its employees.

ARTICLE XII

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment, or services not budgeted in a given year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products, or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce or order a reduction in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XIII

Audit by California State Auditor: Consultant acknowledges that if total compensation under this Agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, Consultant shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the Agreement, all books, records and documentation necessary to demonstrate performance under the Agreement.

ARTICLE XIV

Default, Termination, and Cancellation:

- A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (Time to Cure), then such party shall be in default. The Time to Cure may be extended at the discretion of the party giving notice. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party

giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the Time to Cure has expired.

- B. **Bankruptcy:** This Agreement, at the option of County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.
- C. **Ceasing Performance:** County may terminate this Agreement in the event Consultant ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. **Termination or Cancellation without Cause:** County may terminate this Agreement in whole or in part upon seven (7) calendar days' written notice by County for any reason. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates, as set forth in the Notice of Termination provided to Consultant, and for such other services which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the Agreement. Upon receipt of a Notice of Termination, Consultant shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

ARTICLE XV

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:

County of El Dorado
Community Development Agency
Development Services Division
2850 Fairlane Court
Placerville, California 95667

With a copy to:

County of El Dorado
Community Development Agency
Administration and Finance Division
2850 Fairlane Court
Placerville, California 95667

Attn.: Roger Trout
Development Services Division
Director

Attn.: Michele Weimer
Administrative Services Officer
Contracts & Procurement Unit

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

Goodwin Consulting Group, Inc.
555 University Avenue, Suite 280
Sacramento, California 95825

Attn.: Susan Goodwin, Managing Principal/President

or to such other location as Consultant directs.

ARTICLE XVI

Change of Address: In the event of a change in address for Consultant's principal place of business, Consultant's Agent for Service of Process, or Notices to Consultant, Consultant shall notify County in writing as provided in ARTICLE XIV, Notice to Parties. Said notice shall become part of this Agreement upon acknowledgment in writing by County's Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XVII

Indemnity: Consultant shall defend, indemnify, and hold County and its officers, agents, employees and representatives harmless against and from any and all claims, suits, losses, damages, and liability for damages of every name, kind, and description, including attorneys' fees and costs incurred, brought for, or on account of, injuries to, or death of, any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to, or in any way arise out of, or are connected with Consultant's services, operations or performance hereunder, regardless of the existence or degree of fault or negligence on the part of County, Consultant, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of County, its officers, agents, employees and representatives, or as expressly provided by statute. This duty of Consultant to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XVIII

Insurance: Consultant shall provide proof of a policy of insurance satisfactory to County's Risk Management Division and documentation evidencing that Consultant maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Consultant as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000 aggregate limit.

- C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by Consultant in performance of the Agreement.
- D. In the event Consultant is a licensed professional and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than \$1,000,000.
- E. Consultant shall furnish a certificate of insurance satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to County's Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Consultant agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Consultant shall immediately provide a new certificate of insurance as evidence of the required insurance coverage. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event. New certificates of insurance are subject to the approval of County's Risk Management Division, and Consultant agrees that no work or services shall be performed prior to the giving of such approval.
- H. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insured's coverage without prior written notice to County; and
 - 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. Consultant's insurance coverage shall be primary insurance as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be in excess of Consultant's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to, and approved, by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, its officers, officials, employees, and volunteers; or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees, or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Consultant's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
- N. In the event Consultant cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. The certificate of insurance shall meet such additional standards as may be determined by the contracting County department, either independently or in consultation with County's Risk Management Division as essential for protection of County.

ARTICLE XIX

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Consultant under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or the interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XX

Interest of Consultant: Consultant covenants that Consultant presently has no personal interest or financial interest, and shall not acquire same in any manner or degree, in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Consultant further covenants that in the performance of this Agreement no person having any such interest shall be employed by Consultant.

ARTICLE XXI

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Consultant attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this Agreement and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Consultant relating to this

Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in ARTICLE XIII, Default, Termination, and Cancellation, herein.

ARTICLE XXII

California Residency (Form 590): All independent consultants providing services to County must file a State of California Form 590, certifying their California residency or, in the case of a limited liability company or corporation, certifying that they have a permanent place of business in California. Consultant will be required to submit a Form 590 prior to execution of this Agreement, or County shall withhold seven (7) percent of each payment made to Consultant during the term of this Agreement. This requirement applies to any agreement/contract exceeding \$1,500.

ARTICLE XXIII

County Payee Data Record Form: All independent contractors or corporations providing services to County who do not have a Department of the Treasury Internal Revenue Service Form W-9 (Form W-9) on file with County must file a County Payee Data Record Form with County.

ARTICLE XXIV

Business License: County's Business License Ordinance provides that it is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Ordinance Code Section 5.08.070. Consultant warrants and represents that it shall comply with all of the requirements of County's Business License Ordinance, where applicable, prior to beginning work under this Agreement and at all times during the term of this Agreement.

ARTICLE XXV

California Forum and Law: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XXVI

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Roger Trout, Development Services Division Director, Community Development Agency, or successor.

ARTICLE XXVII

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

ARTICLE XXVIII

Partial Invalidity: If any provision of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXIX

No Third Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

ARTICLE XXX

Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

ARTICLE XXXI

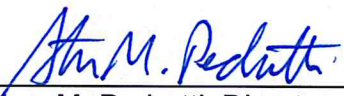
Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties, and they incorporate or supersede all prior written or oral agreements or understandings.

Requesting Contract Administrator and Division Concurrence:

By: 
Roger Trout
Development Services Division Director
Community Development Agency

Dated: 6-29-15

Requesting Department Concurrence:

By: 
Steven M. Pedretti, Director
Community Development Agency

Dated: 6/29/15

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

--COUNTY OF EL DORADO--

By: 
Brian K. Veerkamp, Chair
Board of Supervisors
"County"


Dated: 7-28-15

Attest:
James S. Mitrison
Clerk of the Board of Supervisors

By: 
Deputy Clerk

Dated: 7-28-15

--GOODWIN CONSULTING GROUP, INC.--

By: 
Susan Goodwin
President
"Consultant"

Dated: 3/24/15

By: 
David Freudenberger
Corporate Secretary

Dated: 3/24/15

Goodwin Consulting Group, Inc.

Exhibit A

Scope of Work

Background

County has a proposed development project for the Saratoga Estates Subdivision (Project). The Project is required to provide a Fiscal Impact Analysis (FIA), Public Facilities Financing Plan (PFFP), and Development Agreement (DA) as part of the entitlement processing. Once these documents have been submitted to County, Consultant shall peer review the FIA and PFFP (hereinafter collectively referred to as "Reports") in order to provide County with an independent and impartial analysis as to (i) whether the assumptions in, and conclusions of, each Report are accurate and appropriate given the size, demographics, and service demands of the Project based on both industry standards and experience with similar projects, (ii) risks to County if there is a substantial deviation from the findings presented in the Reports, (iii) assumptions or methodologies in the Reports that should be revised in subsequent drafts, and (iv) mechanisms that could be built into the Reports and the DA to protect County in the event that revenues are lower, costs are higher, or the timing of development results in temporary impacts that were not projected.

Deliverables

Unless otherwise indicated below, and notwithstanding any other provision of this Agreement to the contrary, Consultant shall submit hard copy deliverables via US Mail or in-person delivery and electronic copy deliverables via email to County's Contract Administrator (CA). Electronic copy deliverables shall be produced using Microsoft (MS) Office 2010 applications (specifically, MS Word) and shall be submitted in both MS Word and Adobe portable document format (PDF). County's CA's current address is 2850 Fairlane Court, Placerville, CA 95667 and the current email address is roger.trout@edcgov.us.

Scope of Work

Task 1 - Review of Project Reports

Consultant shall review Reports submitted by the applicant and conduct technical and comparative analyses to identify potential areas of concern associated with the methodology, assumptions, and conclusions reflected in the Reports. Recognizing that the timing of development, service standards, market values, and revenue generators will change over time, Consultant shall focus on the components of the Reports that may have a significant impact on the findings in the Reports or create risks to County. Consultant shall meet with County staff to discuss policy issues and proposed

approaches that may affect the viability or administrative requirements associated with implementation of the strategies proposed in the Reports. Based on Consultant's experience, items to be discussed further may include, but shall not be limited to, the following:

- Risks of calculating one-time fee burdens, financing district capacity, and fee revenues based on the number of approved units in the Project, instead of a reduced number of units that may better reflect actual land uses at build-out.
- Feasibility of one-time burdens in general, with specific attention paid to high-density and affordable units.
- Advantages and disadvantages of requiring developers to build public facilities and be reimbursed instead of having County and/or other agencies collect fees and construct facilities.
- Phasing of backbone infrastructure and community facilities, and establishing a priorities list to avoid all community facilities until later phases of development.
- Annual and one-time burdens that are considered feasible in the competitive marketplace and how to maximize the funding capacity from both.
- The portion of the annual burden that will be reserved to fund public services before infrastructure financing will be considered.
- Sufficiency of costs included in the program for fee and financing district administration and updates.
- The impact of unique land uses that may be proposed in a particular project, including added services costs and/or reduced revenues that will result because of the land uses.

Deliverable: The deliverable for Task 1. shall be incorporated in the memorandum in Task 3., Summary of Findings.

Task 2 - Review of, and Contributions to, Development Agreement

At County's CA's discretion, Consultant shall review the DA for the Project to evaluate whether the document protects County from funding shortfalls, infrastructure delays, and fiscal deficits. If requested by County's CA, Consultant shall provide draft language for particular sections of the DA to ensure that commitments made in the FIA or PFFP are included as enforceable obligations.

Deliverables: Consultant shall provide comments regarding the draft DA within one (1) week of receiving the document. If requested by County's CA, Consultant shall provide language for particular sections of the DA on a schedule that will be determined by County's CA at the time of the request.

Task 3 - Summary of Findings

Consultant shall prepare a memorandum that summarizes the findings of the peer reviews. For each item presented, Consultant shall (i) identify the concern or issue with

the assumption or conclusion in the original Reports, (ii) explain whether a specific alternative approach or assumption is being suggested, (iii) suggest direction that could be provided to the applicant to mitigate the concern, and (iv) provide reasoning and, if applicable, data to back up Consultant's comments and concerns. After the initial memorandum has been submitted to County, Consultant shall meet with County staff to discuss the peer review findings and how findings shall be communicated to the applicant.

Deliverables: Consultant shall provide a memorandum with comments related to the peer review of the Reports within ten (10) days of receiving the documents.

Task 4 - Subsequent Reviews of Revised Documents

Consultant shall review and comment on the updated draft of the Reports to ensure that County and other affected agencies are comfortable that risks have been mitigated to the maximum extent possible, and financing burdens are viable and competitive in the marketplace. For purposes of estimating the budget in Exhibit C, it is assumed that the original and one (1) revised draft of each Report shall be reviewed for the Project.

Deliverables: Consultant shall provide comments on the updated draft of the Reports within one (1) week of reviewing the subsequent drafts of the Reports.

Task 5 – Meetings

Consultant shall attend up to six (6) meetings with County staff, developers, and developers' consultants to reach resolution on items that were the subject of discussion after review of the initial draft. Consultant shall record minutes and attendees for each meeting.

Deliverables: Consultant shall submit the minutes and the list of attendees from the meeting via email within two (2) days after each meeting.

Contingency Work

In addition to Tasks 1 – 5, consulting services beyond those included in this Scope of Work may be requested by County's CA provided the not-to-exceed budget of the Agreement has not been expended.

Goodwin Consulting Group, Inc.

Exhibit B

Fee Schedule

Hourly Rates

Consultant's hourly rates* are as follows:

Title	Hourly Rate
Managing Principal	\$250/Hour
Principal	\$240/Hour
Vice President	\$200/Hour
Senior Associate	\$195/Hour
Associate	\$180/Hour
Analyst	\$170/Hour
Research Assistant	\$90/Hour

*The hourly rates are effective through December 31, 2015, may be adjusted annually every December and are subject to a maximum of three percent (3%) increase upon written request of Consultant and by prior written approval of County's Contract Administrator. Any rate increases shall not increase the total not-to-exceed amount of the Agreement.

Mileage Reimbursement

Reimbursement for mileage expenses for Consultant, if applicable, shall not exceed the rates to be paid to County employees under the current Board of Supervisors Travel Policy at the time the mileage expenses are incurred. There shall be no markups allowed on mileage rates for Consultant.

Other Direct Costs

Consultant shall bill for the following expenses that may be incurred in association with the services provided pursuant to the scope of work:

- Overnight delivery charges
- Costs associated with the purchase of data from outside data sources

Other direct costs shall be invoiced at Consultant's cost, without markup, for the services rendered. Any invoices that include direct costs shall be accompanied by documentation to substantiate Consultant's costs for the services being billed on those invoices.

Goodwin Consulting Group, Inc.

Exhibit C

Cost Estimate*

Scope of Work

Task 1.	Review of Project Reports	\$	13,000.00
Task 2.	Review of, and Contributions to, Development Agreement	\$	2,500.00
Task 3.	Summary of Findings	\$	4,000.00
Task 4.	Subsequent Reviews of Revised Documents	\$	5,500.00
Task 5.	Meetings	\$	5,000.00
	Consultant Subtotal	\$	30,000.00
	Direct Costs	\$	1,000.00
	Contingency Work	\$	-
	Total Proposed Contract Budget Cost Estimate	\$	31,000.00

*All expenses and their distribution among tasks are estimates only. This Exhibit represents the composition of the total not-to-exceed budget for this Agreement. In the performance of the scope of services to be provided in accordance with this budget, Consultant may request to reallocate the expenses listed herein among the various Scope of Work tasks, Other Direct Costs, and Contingency Work, if any, identified herein, subject to the Contract Administrator's written approval. In no event shall the total not-to-exceed amount of the Agreement be exceeded.