



**COUNTY OF EL DORADO
Procurement & Contracts**

ATTN: Purchasing Agent
330 Fair Lane
Placerville, CA 95667

REQUEST FOR PROPOSAL #18-918-018

DUE: 3:00 PM – December 13, 2017

Sealed Proposals must be clearly marked on
the outside of the package with:

“RFP #18-918-018 - DO NOT OPEN”

Financial Impact Analysis (FIA) & Public Facilities Financing Plans (PFFP)

The County of El Dorado Office of Procurement and Contracts, through its Community Development Services, Planning and Building Department (also referred to as “County”), is requesting proposals from consulting firms with experience and expertise to assist the County with fiscal and financial consulting services on an as needed basis as new development proposals are processed and implemented by the County or by other public agencies that may affect the County.

This request for proposal (RFP) defines the scope of services and outlines the requirements that must be met by Proposers interested in providing such services. Proposers shall carefully examine the entire RFP and any addenda thereto, and all related materials and data referenced in the RFP or otherwise available, and shall become fully aware of the nature and the conditions to be encountered in performing the service. **Proposers are advised to read all sections of this RFP prior to submitting a proposal.**

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Notice to Proposers

The Procurement and Contracts Division does not mail out hard copy letters advising participating Proposers of RFP results. For RFP results, please visit our website at:

<http://edcapps.edcgov.us/contracts/bidresults.asp>

RFP results will be posted within approximately fourteen business days after the RFP opening deadline date. The timeline for posting RFP results may vary depending on the nature and complexity of the RFP.

- I. **Background:** El Dorado County is located in Northern California and is bordered by Sacramento, Placer, Amador and Alpine counties in California, and Douglas County, Nevada. The two incorporated Cities in El Dorado County are Placerville and South Lake Tahoe. In the 2000 census, El Dorado County's population was determined to be 156,299. El Dorado County's population is projected to reach 243,000 by 2025, an increase of over 80,000 new residents.

The County is issuing this RFP to Financial Consultants interested in providing financial strategies for a variety of development proposals that will be received by the Community Development Services, Planning and Building Department over time. The Consultant shall provide a Fiscal Impact Analysis (FIA) and a Public Facilities Financing Plan (PFFP) for each project. The FIA would project ongoing revenues that would be generated and ongoing costs that would be incurred due to the project being completed in the County. Each FIA shall provide projections of property tax and sales tax revenues that the new development would be providing to the County. The PFFP would provide a funding strategy to assist the County in determining what public infrastructure and community facilities would be needed to serve each project. These services would provide the County with the knowledge of whether or not a project would be beneficial to the County, and/ or identify potential red flags for the projects.

- II. **Scope of Services:** The successful Proposer will be required to enter into a three (3) year agreement for services with the County substantially similar in form to that attached hereto as Exhibit "A," marked "Sample Agreement for Services." Any reference in this Request for Proposal to specific terms of the agreement are for illustrative purposes only and shall not limit the scope of the obligations to be assumed by the successful Proposer under the agreement. In the event of any conflict between a provision of this Request for Proposal and the provisions of the agreement attached as Exhibit "A," the terms of the agreement shall govern. The Services to be provided shall be issued pursuant to individual task orders to be issued in accordance with the fully executed agreement for services.
- III. **Proposal Content:** Proposal responses must adhere to the requirements set forth in this section, both for content and sequence. Failure to adhere to these requirements or the inclusion of conditions, limitations or misrepresentations may be cause for rejection of the submittal. Use 8-1/2 x 11 sheets (foldouts are acceptable for charts, etc.) and font size large

enough to be easily legible, but not smaller than 10 point. The original proposal and each subsequent copy must be submitted on paper, properly bound, appropriately tabbed and labeled in the following order:

- A. Cover letter:** Provide a “cover Letter” and introduction, including the name and address of the organization or individual submitting the proposal, together with the name, address, telephone and fax numbers, and e-mail address of the contact person who will be authorized to make representations for the organization, and an expression of the Proposer’s ability and desire to meet the requirements of this Request for Proposal. **The letter must be signed by an individual authorized to bind the firm contractually.**

- B. Table of Contents:** This section shall include a detailed “Table of Contents” and an outline of the submittal, identified by sequential page number and by section reference number and section title as described herein.

- C. Proposer’s Capabilities:** Describe the firm’s resources, experience and capabilities as they relate to scope of services described hereinabove. Submit in the order identified below:
 - 1. Executive Summary:** An executive summary should briefly describe the Proposer’s approach to the proposal and clearly indicate any options or alternatives. It should indicate any major requirements that cannot be met by the Proposer. This summary should highlight the major features of the proposal and identify relevant supporting materials. The executive summary shall not exceed three pages.

 - 2. Detailed Discussion:** The detailed discussion is a general, but complete, narrative of the Proposer’s assessment of the work to be performed and the ability to meet those objectives. This overview should clearly demonstrate the Proposer’s understanding of the performance expectations as well as how the requirements will be met. Discuss each item in **Section II. Scope of Services _ through _** and describe how your firm will accomplish the desired scope in the timeframe requested. By virtue of submitting a response to this RFP, Proposer understands, acknowledges and agrees to the standard terms and conditions of Exhibit “A”.

- D. Background and Experience:** Describe the firm’s background, its organizational structure, length of time in business, and experience in providing the type of services solicited herein.

- E. Work Plan:** Outline how the firm’s team intends to approach this project, along with anticipated timelines for training, delivery of supplies, and full implementation.

- F. Insurance Requirements:** A written statement of your firm’s ability to comply with the insurance requirements set forth in Exhibit “A.”

- G. Price Proposal:** Provide a fee schedule or cost proposal for the services to be provided.

- H. References:** Proposers must provide a minimum of three (3) client references, preferably of county governments, municipalities, or service districts in California, of organizations with whom you currently have contracts with and/or have previously had contracts with for the

provision of services of equal type and scope within the last five (5) years. Each reference shall include company or organization name, contact person, title, telephone number, length of business relationship, and summary of services performed.

- I. **Additional Data:** (this Section shall be limited to five pages) Include any other data the Contractor deems essential to the evaluation of the qualifications and proposal statements. Where appropriate, please key data back to information contained in Section A thru H. If there is no additional data, this section will consist of the statement, "We wish to present no additional data."

- IV. **Proposers' Questions:** Questions regarding this RFP must be submitted in writing to the Procurement and Contracts Office and must be received no later than **5:00 PM – on November 29, 2017**. All envelopes or containers must be clearly labeled "**RFP #18-918-018, QUESTION**" for convenience purposes. Envelopes or containers not clearly labeled may be overlooked and not responded to. Questions will **not** be accepted by telephone, facsimile (fax), electronically, or orally. The County reserves the right to decline a response to any question if, in the County's assessment, the information cannot be obtained and shared with all potential organizations in a timely manner. A summary of the questions submitted, including responses deemed relevant and appropriate by the County, will be posted on the Procurement and Contracts website on or about **December 6, 2017**.

All inquiries shall be submitted by U.S. mail to:

Procurement and Contracts
330 Fair Lane
Placerville, California 95667
RFP #18-918-018, Question

Proposers are cautioned that they are not to rely upon any oral statements that they may have obtained. Proposers shall direct all inquiries to the County Purchasing Agent and shall not contact the requesting department directly regarding any matter related to this Request for Proposal.

- V. **Proposal Submittal:** Proposers must submit one (1) original and five (5) physical copies of all materials and proposals, and one (1) electronic copy (on a USB flash drive) for review by a County appointed selection committee, along with any addenda, in a sealed envelope or container, clearly marked "**RFP #18-918-018 – DO NOT OPEN**", **no later than 3:00 PM – December 13, 2017**, to:

County of El Dorado
Procurement and Contracts
330 Fair Lane
Placerville, CA 95667

A Proposer may withdraw its final proposal at any time **prior** to the opening deadline date and time by submitting a written request for its withdrawal to the County Purchasing Agent,

signed by an authorized agent of the firm. Proposers may thereafter submit a new or modified proposal **prior** to the opening deadline date and time. Modifications offered in any manner, oral or written, will not be considered.

Proposers submitting less than the required number of copies of their proposal will be rejected and considered “non-responsive.” Proposals received beyond the deadline will not be considered, and will be returned unopened.

It is the responsibility of the Proposer to assure that the proposal is received in the Procurement & Contracts Division prior to the proposal opening deadline date and time. Proposals received beyond the proposal opening deadline will not be accepted and will be returned unopened. The time stamp clock located in the office of the Procurement and Contracts Division will serve as the official time clock.

For questions regarding the Request for Proposal process, contact Ashley Wells, Department Analyst at (530) 621-5804.

- VI. **Conflict of Interest:** Prospective consultants warrant and covenant that no official or employee of the County or any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of the resulting agreement, nor that any such person will be employed in the performance of such agreement without immediate divulgence of such fact to the County. Prospective consultants will not have a current client or project that could be perceived as a conflict of interest in regards to the proposed Scope of Work. Nor will consultant, if awarded a contract, be allowed to enter into a new contract for a project that would be considered a conflict of interest.

Consultant warrants and represents that Consultant presently has no interest, including but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of work required under this Agreement or conflict in any manner or degree with any other interests of the County. Consultant shall not employ any person having any such interest in the performance of this Agreement. Throughout the term of this Agreement, Consultant agrees to immediately disclose to County, in writing, any and all of Consultant’s interests, including but not limited to other projects or independent contracts, which are or which potentially could conflict in any manner or degree with any interests of the County or with the performance of work required under this Agreement. This conflict warranty and affirmative disclosure obligation applies to Consultant’s interests, including but not limited to other projects or independent contracts, whether within the County or in any other jurisdiction.

- VII. **Public Records Act:** All proposals and materials submitted shall become property of the County and will not be returned. All responses, including the accepted proposal and any subsequent contract, become public records per the requirements of the California Government Code, Sections 6250 - 6270, “California Public Records Act”. Proprietary material must be clearly marked as such. Pricing and service elements of the successful

proposal are not considered proprietary information. Proposers which indiscriminately identify all or most of their proposal as confidential or proprietary without justification may be deemed unresponsive.

The County will treat all information submitted in a proposal as available for public inspection once the County has selected a Contractor. If you believe that you have a legally justifiable basis under the California Public Records Act (Government Section 6250 et. seq.) for protecting the confidentiality of any information contained within your proposal, you must identify any such information, together with the legal basis of your claim in your proposal, and present such information **separately** as part of your response package.

The final determination as to whether the County will assert your claim of confidentiality on your behalf shall be at the sole discretion of the County. If the County makes a determination that your information does not meet the criteria for confidentiality, you will be notified as such. Any information deemed to be non-confidential shall be considered public record.

Upon receipt of a request for disclosure pursuant to the California Public Records Act for information that is set apart and marked as proprietary, County will notify you of the request for disclosure. You shall have sole responsibility for the defense of the proprietary designation of such information. Failure to respond to the notice and enter into an agreement with County providing for the defense of and complete indemnification and reimbursement for all costs incurred by the County in any legal action to compel the disclosure of such information, shall constitute a complete waiver of any rights regarding the information designated proprietary and such information will be disclosed by County pursuant to applicable procedures under the California Public Records Act.

VIII. Valid Offer: Proposals shall remain valid for 120 days from the due date. The County reserves the right to negotiate with the successful Proposer any additional terms or conditions not contained in their proposal which are in the best interest of the County or to otherwise revise the scope of this RFP.

This RFP does not constitute a contract nor an offer of employment. The cost of preparation of proposals shall be the obligation of the Proposer. All proposals, whether accepted or rejected, shall become the property of the County and will not be returned. Unnecessarily elaborate responses, enclosures and specialized binding are not desired, and may be construed as an indication of Proposer's lack of cost consciousness.

IX. County's Rights: The County reserves the right to:

1. Request clarification of any submitted information
2. Waive any informalities or irregularities in any qualification statement
3. Not enter into any agreement
4. Not select any consultant
5. Cancel this process at any time
6. Amend this process at any time

7. To award more than one contract if it is in the best interest of the County
8. Interview consultants prior to award
9. To request additional information during an interview

- X. **El Dorado County Web Site Requirements:** It is the bidder's responsibility to monitor the County's website for possible addenda to this bid to inform him/herself of the most current specifications, terms, and conditions, and to submit his/her bid in accordance with the original bid requirements and all addenda. All available bids and related addenda can be found at:

<http://edcapps.edcgov.us/contracts/invite.asp>

Failure of bidder to obtain this information shall not relieve him/her of the requirements contained therein. Those bidders not acknowledging and returning Addenda as required will not be considered and will be rejected as "non-responsive."

- XI. **Evaluation:** Proposals shall be evaluated by a team composed of County personnel representing the El Dorado County Community Development Services and Chief Administrative Office on the basis of:

- A. **Proposal Content and Presentation**
- B. **Compliance with Administrative Requirements**
- C. **Experience, Qualifications, and Work Plan**
- D. **Total Cost**

- XII. **Award:** Award shall be recommended to the Proposer whose proposal best meets the needs of the County. The County reserves the right to reject any or all proposals, and to solicit additional proposals if deemed in the best interest of the County to do so. The decision of the County Board of Supervisors shall be final in making such determination.

The successful Proposer will receive written notification of the award, along with instructions for finalizing the agreement documents. Receipt of the fully executed agreement will serve as Proposer's notice to proceed with services.

- XIII. **Business License Requirement:** 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 Code Section 5.08.070. Contact the Tax Collector's Office at 360 Fair Lane, Placerville, CA 95667, or phone (530) 621-5800, for further information. El Dorado County is an equal opportunity employer (EOE). Minorities, females, and handicapped are encouraged to participate (M/F/H).

It is not a requirement to possess a County business license at the time of proposal submittal. Successful Proposers may be required to possess a County business license to award contract.

The County of El Dorado is an equal opportunity employer (EOE). Minorities, Females and Handicapped are encouraged to participate.

- XIV. Public Agency:** It is intended that other public agencies (i.e., city, special district, public authority, public agency and other political subdivisions of the State of California) shall have the option to participate in any agreement created as a result of this Request for Proposal to Bid with the same terms and conditions specified there in, including pricing. The County shall incur no financial responsibility in connection with any agreement from another public agency. The public agency shall accept sole responsibility for contracting for services and making payment to the vendor.

Failure to comply with any of the requirements contained herein may result in disqualification. It is the responsibility of all Proposers to read ALL sections of this RFP prior to submitting a response.

Your participation in the RFP process is important to El Dorado County!

Consultant
Peer Review and Planning Services

AGREEMENT FOR SERVICES #XXX-XXXXX

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 _____, a _____ duly qualified to conduct business in the State of California, whose principal place of business is _____ (hereinafter referred to as "Consultant");

R E C I T A L S

WHEREAS, County has determined that it is necessary to obtain a consultant to assist its Community Development Services, Long Range Planning to conduct a peer review of the Fiscal Impact Analysis (FIA) and Public Facilities Financing Plan (PFFP) for development proposals (Projects);

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 that these services are more economically and feasibly performed by outside independent Consultants as well as 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, fiscal, and financial services necessary to conduct a peer review of the FIA and PFFP submitted for development proposals. 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, and as identified in the individual Task Orders to be issued in accordance with this Agreement.

Before proceeding with any work under this Agreement, the parties will identify the specific services to be provided for each assignment in individual Task Orders. The specific services for each assignment shall be determined at a meeting or telephone conference between Consultant and County's Contract Administrator, or designee, to discuss the needs, applicable standards, required deliverables, specific Consultant staff, subconsultants, if applicable, any necessary permits, and any task-related mileage budget,

if applicable, on a task-by-task basis. Within an agreed timeframe as determined by County's Contract Administrator, following the meeting or telephone conference, Consultant shall provide County's Contract Administrator with a written scope of work, a schedule including a list of tasks with completion dates, a target completion date for the overall scope of work, and a not-to-exceed cost itemization to complete the work (resulting in a Task Order), which shall require written approval, authorization, and written notification to proceed from County's Contract Administrator, prior to commencement of the work.

Consultant shall provide County's Contract Administrator with the names and titles of Consultant's representatives that are authorized to bind Consultant by signing Task Orders and Task Order Amendments on Consultant's behalf. Consultant's notification of individuals authorized to execute Task Orders and Task Order Amendments on CONSULTANT's behalf shall be communicated to COUNTY in accordance with the provisions of ARTICLE XIII, Notice to Parties, of this Agreement.

All of the services included in this Article and Exhibit A, are the responsibility of Consultant, unless specifically described as a task or item of work to be provided by County. Consultant shall be responsible for the supervision, administration and work performed by any subconsultant for services rendered under this Agreement.

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall expire three (3) years thereafter.

ARTICLE III

Compensation for Services: For services provided herein, including all of the deliverables described in individual Task Orders issued pursuant to this Agreement, County agrees to pay Consultant upon the satisfactory completion and County's acceptance of work, in arrears. Payment shall be made within forty-five (45) days following County's receipt and approval of itemized invoices identifying 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.

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 services performed under this Agreement by Consultant.

Other direct costs, including 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 services being billed on those invoices.

The total amount of this Agreement shall not exceed \$ _____, inclusive of all costs and expenses.

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 Services
 Administration & Finance Division
 2850 Fairlane Court
 Placerville, California 95667
 Attn.: Accounts Payable

or to such other location as County directs.

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

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 VI

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 VII

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 VIII

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 IX

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 X

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 fiscal 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 and/or any Task Order issued pursuant to this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XI

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 XII

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. 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.

- 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 or any Task Order issued pursuant to this Agreement in whole or in part upon seven

(7) calendar days' written notice by County without cause. 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 not-to-exceed amount of the Task Order or the total amount of this Agreement, as applicable. 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.

ARTICLE XIII

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
Planning and Building Department
Long Range Planning
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.: Contract Administrator's Name
Contract Administrator's Title

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:

Consultant's Name
Address
City, State and Zip Code

Attn.: Name, Title

or to such other location as Consultant directs.

ARTICLE XIV

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 XIII, 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 XV

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 prescribed 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 XVI

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 or professional consultant 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 agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance

evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Consultant agrees that no work or services shall be performed prior to the giving of such approval. 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.

- 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 XVII

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 individual Task 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 prior 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 XVIII

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 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 XIX

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 XX

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 XII, Default, Termination, and Cancellation, herein.

Consultant warrants and represents that Consultant presently has no interest, including but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of work required under this Agreement or conflict in any manner or degree with any other interests of the County. Consultant shall not employ any person having any such interest in the performance of this Agreement. Throughout the term of this Agreement, Consultant agrees to immediately disclose to County, in writing, any and all of Consultant's interests, including but not limited to other projects or independent contracts, which are or which potentially could conflict in any manner or degree with any interests of the County or with the performance of work required under this Agreement. This conflict warranty and affirmative disclosure obligation applies to Consultant's interests, including but not limited to other projects or independent contracts, whether within the County or in any other jurisdiction.

ARTICLE XXI

Nondiscrimination:

- A. County may require Consultant's services on projects involving funding from various state and/or federal agencies, and as a consequence, Consultant shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Consultant and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, genetic information, military or veteran status, marital status, age, gender, gender identify, gender expression, sexual orientation, or sex; Consultant shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Consultant and its employees and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, Consultant shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Consultant's signature executing this Agreement shall provide any certifications necessary under the federal laws, the laws of the State of California, including but

not limited to Government Code Sections 12990 and 8355 and Title 2, California Code of Regulations, Section 8103.

ARTICLE XXII

California Residency (Form 590): If Consultant is a California resident, Consultant must file a State of California Form 590, certifying its California residency or, in the case of a limited liability company or corporation, certifying that it has 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

Licenses: Consultant hereby represents and warrants that Consultant and any of its subconsultants employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Consultant and its subconsultants to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Consultant and its subconsultants shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

ARTICLE XXVI

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 XXVII

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Contract Administrator's Name, Contract Administrator's Title, Community Development Services, Planning and Building Department or successor.

ARTICLE XXVIII

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 XXIX

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

ARTICLE XXX

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 XXXI

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 XXXII

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 Concurrence:

By: _____
Contract Administrator's Name
Contract Administrator's Title
Community Development Services
Planning and Building Department

Dated: _____

Requesting Department Concurrence:

By: _____
Director's Name
Director's Title
Community Development Services
Planning and Building Department

Dated: _____

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

-- COUNTY OF EL DORADO --

By: _____

Dated: _____

Board of Supervisors
"County"

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

By: _____

Dated: _____

Deputy Clerk

-- CONSULTANT NAME --

By: _____

Dated: _____

Name
Title
"Consultant"

By: _____

Dated: _____

Name
Corporate Secretary

Consultant's Name**Exhibit A****Scope of Work****Background**

County has a variety of development proposals moving forward, most of which require submittal of a Fiscal Impact Analysis (FIA) and a Public Facilities Financing Plan (PFFP) as part of the entitlement process. The FIA for each project will estimate the ongoing revenues that will be generated by, and the ongoing costs that will be incurred due to the project in order to determine the fiscal impacts that will result to County's General Fund. The FIA will include a projection of property tax and sales tax revenues, transient occupancy taxes, property tax in-lieu of vehicle license fees, gas taxes, and other revenues that will result from new development within the project. These revenues will be compared to the total cost of providing police, fire, street maintenance, park maintenance, County administration, and other services that may be funded by the General Fund. To the extent service costs exceed estimated revenues, a mechanism should be proposed in the FIA to mitigate the projected deficit.

The PFFP for each project will set forth a proposed funding strategy for public infrastructure and community facilities that are needed to serve the project. Funding capacity from land-secured financing, such as Mello-Roos or assessment districts, will be estimated and applied to assist in funding facilities in a timely manner. The PFFP will also provide an estimate of the total infrastructure burden for each land use, and determine whether these burdens are viable based on the competitive marketplace and industry-standard tests of feasibility. It is likely that many projects will also enter into a Development Agreement (DA) with County.

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 copies of 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.

Scope of Work

Consultant shall provide County with fiscal and financial consulting services on an as-needed basis as new development proposals are processed and implemented by County or by other public agencies that may affect County. Tasks anticipated to be needed include, but will not be limited to, the following:

Task 1. Review or Preparation of Project Reports

Project applicants will submit a first draft of the FIA and PFFP (Reports). Consultant shall conduct peer reviews of the 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) the 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 timing of development results in temporary impacts that were not projected.

Consultant shall review the Reports separately for each project, submitted by the applicant and conduct technical and comparative analysis to identify red flags associated with the methodology, assumptions, and conclusions reflected in the reports. Consultant shall focus on the components of the reports that could have a significant impact on the findings in the reports and on 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. Items that may need to be discussed further may include, but will 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 and non-residential acres in each project, instead of a reduced number 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 collecting fees and constructing facilities.
- Phasing of backbone infrastructure and community facilities, and establishing a priorities list to avoid all community facilities being pushed 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 impacts 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.

If for any reason County determines that the Reports should be prepared by Consultant instead of the project applicant, Consultant shall prepare such Reports for County review.

Deliverable: The peer review analysis for each project's Report shall be incorporated into the memorandum for Task 3.

Task 2. Review of Development Agreement

Consultant shall review the DA for each project to evaluate whether the document protects County from funding shortfalls, infrastructure delays, and fiscal deficits. Some projects may have future entitlements and approvals to secure, therefore, the DA should ensure that a reliable mechanism is put into place while County still has the authority to condition development within the project.

Consultant shall provide comments for sections of the DA to ensure commitments made in the Reports are included as enforceable obligations.

Deliverables: Comments for particular sections of the DA in hard copy and electronic formats.

Task 3. Summary of Findings

Consultant shall prepare a memorandum and analysis that summarizes the findings of the peer review. 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 findings and how findings will be communicated to the applicants.

Deliverables: Memorandum and analysis related to the peer review of the Reports.

Task 4. Subsequent Reviews of Revised Documents

Consultant shall review and comment on updates 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.

Deliverables: Comments on updates of the Reports.

Task 5. Policy Review and Development

Consultant shall assist in developing and updating policies, procedures, and guidelines that will be needed as new developments are processed by County. Items to be addressed by new policies may include: ongoing County administrative responsibilities, maximum tax and assessment burdens, value-to-lien ratios, funding of capital facilities and ongoing services, facility priorities, use of extended-term special tax revenues, fee credits and reimbursements, consistency among projects, acquisition of infrastructure, and private vs. public responsibilities.

Deliverables: Draft updates to policies, procedures, and guidelines.

Task 6. Consideration of Financing Mechanisms and Proposals

Consultant shall coordinate with County staff to answer questions about the application of particular financing mechanisms, feasible special tax rates and impact fee levels, alternative financing structures and combinations, use of public financing proceeds, ongoing administration responsibilities, and implementation of specific project proposals.

Consultant shall assist in analyzing developer proposals related to land-secured financing, impact fee programs, fiscal impact mitigation, price point and market value studies, absorption studies, economic impacts, and facility and service standards.

Consultant shall provide comments pursuant to the financing mechanisms and proposals.

Deliverables: Comments pursuant to the financing mechanisms and proposals.

Task 7. Meetings, Presentations, and Coordination with County Staff

Consultant shall attend meetings with County staff, conduct workshops, participate in conference calls, and be available as needed to answer questions, discuss alternatives, summarize findings and recommendations, and generally assist in the implementation of new development proposals within County. Consultant shall also attend meetings, as requested by County's CA or designee that include developers

and their consultants to reach resolution on items that were the subject of discussion after review of the draft documents. It is anticipated that three (3) to five (5) meetings shall be needed for each project. Consultant shall attend up to five (5) meetings with County staff.

Deliverables: Meeting notes.

Task 8. Optional Tasks

County may require Consultant to perform Optional Services. Such Optional Services may supplement, expand or otherwise modify the Scope of Work and may include, but not be limited to, tasks that are deemed critical by County's CA. If Consultant's services are required for Optional Services, Consultant shall submit a written scope of work for the specific tasks identified as well as a not-to-exceed budget amount and schedule for the tasks. County's CA will issue written Task Orders for Consultant to perform those tasks in accordance with the provisions of this Agreement. Consultant shall not commence any work on Optional Services prior to receiving a fully-executed Task Order, as applicable, from County.

Consultant's Name

Exhibit B

Rate Schedule

Item	Rate
LABOR	
Position/Title	\$0.00 – 0.00 / hour
Position/Title	\$0.00 – 0.00 / hour
Position/Title	\$0.00 – 0.00 / hour
Position/Title	\$0.00 – 0.00 / hour
Position/Title	\$0.00 – 0.00 / hour
Position/Title	\$0.00 – 0.00 / hour
EXPENDITURES	
Direct Expenses	
*Mileage Expenses	

* Reimbursement for mileage expenses for Consultant and for any subconsultants, if applicable, shall be compensated in accordance with the provisions of ARTICLE III, Compensation for Services, of this Agreement.