

CONTRACT ROUTING SHEET

Date Prepared: 12/03/2009

Need Date: 12/04/2009

PROCESSING DEPARTMENT:

Department: CAO
Dept. Contact: Laura Schwartz
Phone #: 6541
Department
Head Signature: *[Signature]*

CONTRACTOR:

Name: Park Impact Fee Agreement
Address: _____
Phone: _____

CONTRACTING DEPARTMENT: _____

Service Requested: _____
Contract Term: _____ Contract/Amendment Value: _____
Compliance with Human Resources requirements? Yes: No:
Compliance verified by: _____

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: Disapproved: Date: 12/11/09 By: PPP
Approved: Disapproved: Date: _____ By: _____

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved: Disapproved: Date: _____ By: _____
Approved: Disapproved: Date: _____ By: _____

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

Departments: _____
Approved: Disapproved: Date: _____ By: _____
Approved: Disapproved: Date: _____ By: _____

1 NOW, THEREFORE, the parties hereto agree as follows:

2 1. Adoption of Initial Fee. District shall prepare a study pursuant to Government
3 Code section 66001, et seq. and County Ordinance Code Chapter 13.30 establishing the
4 District's proposed amount of the fees to be collected from all development projects within the
5 boundaries of District. District shall transmit its initial fee determination amounts to County.
6 The District fee determination shall be reviewed by the County Board of Supervisors per County
7 Ordinance Code section 13.30.060. County may revise the amounts proposed by District. Initial
8 fees shall become effective sixty (60) days after final Board approval.
9
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11 2. Updates to Fee. District shall annually update its fee plan for submission to the
12 Board of Supervisors, providing all necessary information to County prior to the annual review
13 of the Board. Any subsequent approved modification of the above-stated fees shall replace the
14 fees set forth above and become effective sixty (60) days after final Board approval.
15

16 3. Administrative Charge. In consideration of County processing the fees described
17 herein, County shall retain one percent (1%) of all fees collected as a charge for administration
18 and collection of the fees.

19 Approved refunds processed by County will be made in the amount of the original
20 fee less the one percent (1%) administrative charge collected by the County.
21

22 Upon mutual agreement of the parties, the administrative charge may be modified
23 to reflect the actual cost to County in administering and collecting the fees. In the event County
24 determines the actual cost is greater than the amount of one percent (1%), but District does not
25 consent to an increase in the administrative charge, this agreement shall be subject to termination
26 as set forth below.
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1 4. Uniform Procedure. District agrees that it shall not adopt interpretations or
2 procedures for compliance with the collection of the fees which differ from the process set forth
3 in County Ordinance 13.30.
4

5 5. Collection. Fees collected pursuant to this agreement shall be transmitted to
6 District on a monthly basis.

7 6. Alternative Agreements. Where an applicant has provided park land, the District
8 shall advise County on the amount of, and extent of, credit the District believes to be applied to
9 the particular development project and must provide the documentation demonstrating how the
10 credit was determined prior to any County hearing on the development project.
11

12 7. Hold Harmless. District shall indemnify and defend County against and hold it
13 harmless from any and all loss, damage, and liability for damages, including attorney's fees and
14 other costs of defense incurred by County, whether for damage to or loss of property as a result
15 of the calculation, imposition and collection of the fees by County hereunder.
16

17 District agrees to hold County harmless and defend County and its employees, officers,
18 and agents from any claim, liability, or action that may be instituted due to County's calculation,
19 imposition, and collection of the building permit fees at the time of the issuance of the building
20 permit.
21

22 District agrees that the calculation of the fees were and shall be made by the County
23 based upon information and analysis provided by District. District expressly waives any right,
24 title, interest, claim, action or recourse that District may have against County for perceived or
25 actual miscalculations by County of the fee based upon the information provided by District staff
26 and consultants.
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1 Notwithstanding the foregoing provisions of this Section 7, District's obligation to defend
2 and indemnify County shall not extend to any claim, loss, damage, liability or action that may be
3 instituted due to County's decision on a Developer's petition to waive, reduce, or adjust the fee
4 pursuant to the County's authority to administer the fee pursuant to the provisions of County
5 Ordinance Code Chapter 13.30.040 E. 1 and 2.
6

7 8. Correction of Fees Collected. If District perceives a flaw in the procedures being used
8 by County staff in reviewing or determining the amount of the fees, representatives of District
9 and County shall meet. If an agreement is not reached in regard to the calculation of the fee, this
10 contract may be terminated, as set forth below. This agreement shall not be construed to limit or
11 restrict in any way the rights of County to collect additional fees from any developer for any
12 development project if County determines that the fees were improperly calculated.
13

14 9. Termination. Either party may terminate this agreement by providing sixty (60)
15 days notice in writing to the other party for any reason. Notice of Termination shall become
16 effective upon the actual receipt of such notice by the governing boards' clerks.
17

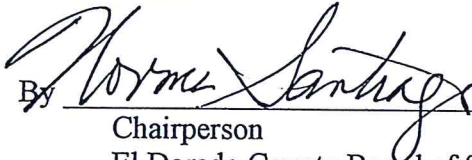
18 County and District further agree that County will continue to collect and remit the fees
19 referred to above for succeeding fiscal years upon receipt of a formal resolution or other written
20 evidence of the governing board of District voting to request County's collection and remittance
21 of said impact fees for that fiscal year prior to the commencement of that fiscal year without
22 additional signed agreements between the parties. The failure of County to receive such a
23 resolution or other written evidence for any fiscal year does not terminate this agreement, only
24 the duty of County to collect and remit the impact fees for that fiscal year.
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1 10. 5 Year Review. District shall comply with the review called for in Government
2 Code section 66001(d) every fifth (5th) year following the first deposit into the account or fund.
3
4 The District review shall be submitted to the County for its review and approval.
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10 IN WITNESS THEREOF, the parties hereto have executed this agreement on the date first above
11 written.
12

13 Dated: 1-19-10

EL DORADO COUNTY

14
15 By: 

Chairperson
El Dorado County Board of Supervisors

17 Attest:

18 SUZANNE ALLEN DE SANCHEZ
19 Clerk of the Board of Supervisors

20
21 By: 
22 Deputy Clerk

23
24 COMMUNITY SERVICES DISTRICT

25
26 By: 

27 Dated: 1/26/10
28