

EL DORADO COUNTY BOARD OF SUPERVISORS ("Board")
AGENDA ITEM TRANSMITTAL

47

Meeting of
 January 9, 2007

AGENDA TITLE: Agreement 600-S0611, Amendment III

DEPARTMENT: Auditor-Controller *JH*

DEPT SIGNOFF:

CAO USE ONLY:

CONTACT: Joe Harn

DATE: 1/3/2007

PHONE: 5456

[Handwritten Signature]

C-028

DEPARTMENT SUMMARY AND REQUESTED BOARD ACTION:

The Auditor-Controller's Office requests the Board of Supervisors approve and authorize the Chairman to sign attached amendment to agreement 600-S0611 with Muni Financial to extend the term only for two months until February 28, 2007.

CAO RECOMMENDATIONS:

Recommend approval. Laurie A. Hill 1/8/07

Financial impact? () Yes (X) No

Funding Source: () Gen Fund () Other

BUDGET SUMMARY:

Other:

CAO Office Use Only:

Total Est. Cost _____

Funding

4/5's Vote Required () Yes (X) No

Budgeted _____

Change in Policy () Yes (X) No

New Funding _____

New Personnel () Yes (X) No

Savings _____

CONCURRENCES:

Other _____

Risk Management *yes*

Total Funding _____

County Counsel *yes*

Change in Net County Cost _____

Other

***Explain**

BOARD ACTIONS:

Vote: Unanimous _____ Or

I hereby certify that this is a true and correct copy of an action taken and entered into the minutes of the Board of Supervisors

Ayes:

Date: _____

Noes:

Abstentions:

Attest: Cindy Keck, Board of Supervisors Clerk

Absent:

By: _____



County of El Dorado
OFFICE OF AUDITOR-CONTROLLER

JOE HARN, CPA
Auditor-Controller

360 FAIR LANE
PLACERVILLE, CALIFORNIA 95667-4193
Phone: (530) 621-5487 Fax: (530) 295-2535

BOB TOSCANO
Assistant Auditor-Controller

January 3, 2007

El Dorado County
Board of Supervisors
330 Fair Lane
Placerville, CA 95667

Subject: Agreement 600-S0611, Amendment III

Dear Board Members:

Recommendation:

The Auditor-Controller's Office recommends the Board approve and authorize the Chairman to sign the attached amendment to agreement 600-S0611 with MuniFinancial to extend the term only for two months until February 28, 2007.

Reasons for Recommendation:

Contractor is requesting more time to complete the Public Safety Impact Fee analysis for the Sheriff's Office. This is an extension of term only and does not increase the scope of work or compensation for services.

Fiscal Impact:

None

Net County Cost:

None

Action to be Taken Following Approval

1. Chairman to sign two (2) original Agreement Amendments
2. Board Clerk to forward one (1) original executed agreement amendment to the Auditor-Controller's Office
3. Auditor-Controller to send (1) originally signed contract amendment to contractor.

Sincerely,

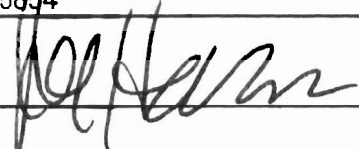
A handwritten signature in black ink, appearing to read "Joe Harn".

Joe Harn
Auditor-Controller

CONTRACT ROUTING SHEET

Contract # 600-S0611, Amendment III

PROCESSING DEPARTMENT:

Department: Auditor-Controller
Dept Contact: Heather Pence
Phone #: ext 5854
Dept Head
Signature: 

CONTRACTOR:

Name: MuniFinancial
Address: 1700 Broadway, Sixth Floor
Oakland, CA 94612
Phone: _____

CONTRACTING DEPARTMENT:

Auditor-Controller

Compliance with **Human Resources** requirements?

Yes: _____ No: _____

Compliance verified by: _____

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

Approved: Disapproved: _____ Date: 1/8/07 By: D. Livingston
Approved: _____ Disapproved: _____ Date: _____ By: _____

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

Approved: Disapproved: _____ Date: 1/8/07 By: J. Costello
Approved: _____ Disapproved: _____ Date: _____ By: _____

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

Department(s): _____

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

**AGREEMENT FOR SERVICES #600-S0611
AMENDMENT III**

THIS THIRD AMENDMENT to Agreement for Services #600-S0611, made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and MuniFinacial a corporation duly qualified to transact business in the State of California, whose principal place of business is 27368 Via Industria, Suite 110, Temecula, California 92590; whose local office address is 1700 Broadway, Sixth Floor, Oakland, California 94612; and whose agent for service of process is Frank Tripepi, President, 27368 Via Industria, Suite 110, Temecula, California 92590, (hereinafter referred as "Consultant"):

WITNESSETH

WHEREAS, Consultant has been engaged by County to provide services relative to the preparation of a Public Safety Impact Fee Analysis under the direction of the County Auditor-Controller for the El Dorado County Sheriff's Office, in accordance with Agreement for Services #600-S0611, incorporated herein and made by reference a part thereof.

WHEREAS, County and Consultant mutually desire to amend **ARTICLE II Term**, and

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; and

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

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 31000;

NOW, THEREFORE, County and Consultant mutually agree to amend Agreement for Services #600-S0611 a third time to read as follows:

ARTICLE II

Term: This Agreement shall become effective when fully executed by both parties hereto and shall expire on February 28, 2007.

Except as herein amended, all other parts and sections of Agreement for Services #600-S0611 shall remain unchanged and in full force and effect.

REQUESTING DEPARTMENT CONCURRENCE:

By  Dated 1-8-06
Joe Harn
Auditor-Controller

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to Agreement for Services #600-S0611 the day and year first below written.

-- COUNTY OF EL DORADO --

Dated : _____

By : _____
Chairman
Board of Supervisors
"County"

**ATTEST: Cindy Keck, Clerk
of the Board of Supervisors**

By: _____ Dated: _____
Deputy Clerk

- - CONSULTANT - -

Dated : _____

MUNI FINANCIAL

By : _____
Mark J. Risco
Vice President

ATTEST:

By: _____ Dated: _____
Corporate Secretary

**MuniFinancial
Economic and Financial Consulting Services**

AGREEMENT FOR SERVICES # AGMT 600-S0611

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 MuniFinancial a corporation duly qualified to conduct business in the State of California, whose principal place of business is 27368 Via Industria, Suite 110, Temecula, California 92590; whose local office address is 1700 Broadway, Sixth Floor, Oakland, California 94612; and whose agent for service of process is Frank Tripepi, President, 27368 Via Industria, Suite 110, Temecula, California 92590, (hereinafter referred to as "Consultant");

W I T N E S S E T H

WHEREAS, County has determined that it is necessary to obtain a consultant to provide economic and financial consulting services for the preparation of a Public Safety Impact Fee analysis for the County Sheriff's Office in accordance with the requirements of the Mitigation Fee Act (California Government Code sections 66000 to 66025); and

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; and

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

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 31000;

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

ARTICLE I

Scope of Services/Project Schedule: Under direction of the Auditor-Controller, consultant agrees to furnish personnel and services necessary provide economic and financial consulting services for the preparation of a Public Safety Impact Fee analysis. Services shall include, but not be limited to, those tasks as identified in Exhibit A, marked "Scope of Work/Project Schedule," incorporated herein and made by reference a part hereof. The cost for services as set forth in Exhibit A is \$12,000. Consultant may perform additional tasks on an as requested basis. A letter of proposal sent by the Consultant and signed by the Contract Administrators shall serve as authorization for Consultant to provide additional services.

ARTICLE II

Term: This Agreement shall become effective when fully executed by both parties hereto and shall expire five (5) months thereafter.

ARTICLE III

Compensation for Services: For services provided herein, including all deliverables described in the individual Tasks referenced in Exhibit A hereto, County agrees to pay Consultant within thirty (30) days following County receipt and approval of itemized invoice(s) detailing services rendered. For the purposes hereof, Consultant will invoice the County no more than monthly, based on percent of completion by task.

Compensation for tasks performed as defined by Exhibit A will be \$12,000 inclusive of all expenses. Additional tasks beyond the original scope may be performed on an as requested basis for an amount agreed upon in writing by both parties. Total amount of this contract is not to exceed \$16,000.

ARTICLE IV

License: Consultant represents that it is duly licensed in good standing by the State of California to perform the services under this Agreement, and that Consultant shall maintain said license(s) in good standing throughout the term of this Agreement.

ARTICLE V

Ownership of Data: Upon completion or earlier termination of all services under this Agreement, ownership and title to all reports, documents, maps, specifications, technical memoranda, estimates, compilations and any and all other materials produced as part of this Agreement will automatically be vested in County and no further agreement will be necessary to transfer ownership to County. Consultant shall furnish the County all necessary copies of data needed to complete the review and approval process.

ARTICLE VI

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 VII

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 term hereof.

ARTICLE VIII

Confidentiality:

A. 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 the County Sheriff's Office for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or termination of this Agreement.

- B. All financial, statistical, personnel, technical, or other data and information relative to County operations, which is designated confidential by County and made available to Consultant in order to carry out this Agreement shall be protected by Consultant from unauthorized use and disclosure.
- C. Permission, granted by County, to disclose information on one occasion or at public hearings held by County relating to this Agreement shall not authorize Consultant to further disclose such information or disseminate the same on any other occasion.
- D. Consultant shall not comment publicly to the press or any media regarding this Agreement or County's actions on the same, except to County staff, Consultant's own personnel involved in the performance of this Agreement, at public hearings or in response to questions from the El Dorado County Board of Supervisors.
- E. Consultant shall not issue any news release or public relations item of any nature whatsoever regarding services performed or to be performed under this Agreement without prior review of the contents thereof by County and receipt of the Contract Administrator's written permission.

ARTICLE IX

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 X

Independent Consultant/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 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 XI

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 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 in 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.

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 contract. 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 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:

County of El Dorado
Auditor-Controller's Office
360 Fair Lane
Placerville, California 95667

Attn.: Joe Harn, Auditor-Controller

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

MuniFinancial
1700 Broadway, Sixth Floor
Oakland, California 94612

Attn.: Robert D. Spencer, Principal Consultant

or to such other location as Consultant directs.

ARTICLE XIV

Indemnity: Consultant shall defend, indemnify, and hold County 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

negligent services, operation, or performance. This duty of Consultant to indemnify and save the County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XV

Insurance: Consultant shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Manager 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 \$2,000,000 general aggregate.
- C. Automobile Liability Insurance of not less than \$500,000 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 (for example, malpractice insurance) is required with a limit of liability not less than \$1,000,000 per claim and \$2,000,000 annual aggregate.
- E. Consultant shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to the 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 contract, 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 contract upon the occurrence of such event. New certificates of insurance are subject to the approval of the Risk Manager, 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 30-day prior written notice to County (10-days if cancellation is due to nonpayment of premium);

and

2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to all liability policies except Workers' Compensation and professional liability insurance policies.
- I. Consultant's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be 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. With the exception of Professional Liability Insurance, 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. The Professional Liability Policy may have a deductible up to \$250,000.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the 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 the Risk Management Division as essential for protection of County.

ARTICLE XVI

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 XVII

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 XVIII

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 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 XIX

Taxpayer Identification Number (Form W-9): All independent contractors or corporations providing services to County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

ARTICLE XX

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. Consultant waives any removal rights it might have under Code of Civil Procedure Section 394.

ARTICLE XXI

Year 2000 Compliance: Consultant agrees that all hardware and software developed, distributed, installed, programmed, or employed as a result of this order will comply with ISO 9000 date format to correctly manipulate and present date-sensitive data.

Upon delivery of product and thereafter, the date and date logic component shall effectively and efficiently operate using a four-digit year.

Upon written notification by County of any hardware or software failure to comply with ISO 9000 date format, Consultant will replace or correct the failing component with compliant hardware or software immediately, at no cost to County.

ARTICLE XXII

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Joe Harn, Auditor-Controller or successor.

ARTICLE XXIII

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 to the obligations set forth herein.

ARTICLE XXIV

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 XXV

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.

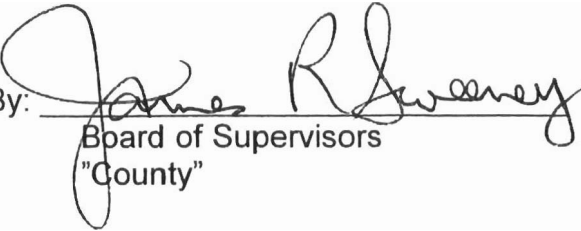
Requesting Department Concurrence:

By: 
Joe Harn
Auditor-Controller

Dated: 3-30-06

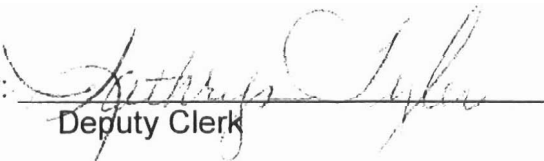
IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below, the latest of which shall be deemed to be the effective date of this Agreement.

-- COUNTY OF EL DORADO --

By: 
Board of Supervisors
"County"

Dated: 2/7/06

Attest:
Cindy Keck
Clerk of the Board of Supervisors

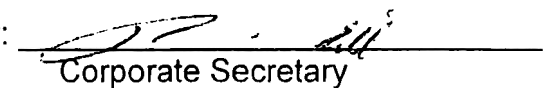
By: 
Deputy Clerk

Dated: 2/7/06

-- MUNIFINANCIAL --

By: 
Frank G. Tripepi
President & CEO
"Consultant"

Dated: _____

By: 
Corporate Secretary

Dated: 3/22/06

EXHIBIT A

SCOPE OF SERVICES

Below is our proposed scope of work described in detail by task for the proposed public safety fee. It explains how we will accomplish each task and identifies associated meetings and deliverables.

TASK 1: IDENTIFY AND RESOLVE POLICY ISSUES

Objective: Identify and resolve policy issues raised by the study.

Description: To initiate this task, we will review documentation related to adoption of development impact fees. We will deliver information requests as appropriate. We will explain policy issues to County staff and seek guidance prior to proceeding. Policy issues include:

- ◆ Existence of ordinances, policies, and plans supporting the imposition of impact fees;
- ◆ Land use categories for imposition of fees;
- ◆ Allocation of cost burden to nonresidential land uses;
- ◆ Types of facilities to be funded by the fee;
- ◆ Method for determining facility standard;
- ◆ Area which fees are collected and facilities sized;
- ◆ Adequacy of existing studies and plans to identify needed facilities;
- ◆ Potential alternative funding sources, if needed;
- ◆ Funding existing deficiencies, if identified; and
- ◆ Implementation concerns and strategies.

Meetings: None.

Deliverables: (1) Information requests, (2) revised project scope and schedule (if needed), (3) brief summary of policy decisions (if needed).

TASK 2: IDENTIFY EXISTING DEVELOPMENT AND FUTURE GROWTH

Objective: (1) Identify estimates of existing levels of development, and (2) identify a projection of future growth consistent with current planning policy.

Description: Existing levels of development provide a basis for calculating existing facility standards, the basis for most development impact fees. Future growth to a defined planning horizon, such as 2030, provides a basis for calculating the amount of new facilities needed. Existing estimates and projections should be expressed in terms of dwelling units, population, employment generators, and other criteria and measures of the service population for facility planning.

County staff will provide estimates of existing development and planning horizon development numbers over which the costs will be apportioned.

EXHIBIT A

These estimates and projections are essential inputs to the funding plan and fee calculation model constructed in the tasks that follow. Consequently, changes to these estimates or projections by the County following approval could result in a change in this scope of services and increase in our professional fees.

Meetings: None.

Deliverables: None.

TASK 3: CALCULATE FACILITY STANDARDS

Objective: Determine standards to identify facilities required to accommodate growth.

Description: Facility standards provide a critical link in documenting the nexus between growth, the facilities required to accommodate it, and a defensible impact fee. We will use one of two (2) standard approaches to determining facility standards: (1) system (existing plus planned facilities) or (2) planned facilities only.

We will express facility standards as measures of demand by land use category. These measures, such as “population and employment densities”, apportion facility costs to development projects and generate the fee schedule. We will select the appropriate approach for the facility standard based on:

- ◆ Available local data on facility demand by land use category;
- ◆ Approaches used by other agencies; and
- ◆ Support for other County policy objectives.

Meetings: None.

Deliverables: None.

TASK 4: DETERMINE POTENTIAL FACILITY NEEDS AND COSTS

Objective: Identify the type, amount and cost of facilities required to accommodate growth and correct deficiencies, if any.

Description: The facility standards developed in Task 3 will also be integral to estimating facility needs. When the “system” or “planned facilities only” approach is used to develop facility standards (see Task 3) we will need a list of specific planned facilities from existing facility master plans or other County documents.

EXHIBIT A

A critical component of this task that we will complete will be to distinguish between the following:

- (1) Facilities needed to serve growth (that can be funded by impact fees); and
- (2) Facilities needed to correct existing deficiencies for the existing service population (that cannot be funded by fees).

To the extent possible we will use facility standards (Task 3) applied to planned projects to identify existing deficiencies. To estimate costs for new facilities, we will identify unit cost components such as design costs, land acquisition, and construction as appropriate. We will develop planning-level estimates for each unit cost based on actual County experience, other local cost data such as land values, consultant team experience from prior projects, and industry cost indices

Meetings: None.

Deliverables: None.

TASK 5: IDENTIFY FUNDING AND FINANCING ALTERNATIVES

Objective: Determine the extent of alternative (non-fee) funding available for new facilities.

Description: If impact fees are going to only partially fund a capital project, the *Mitigation Fee Act* requires that the agency report on the anticipated source and timing of the additional funding every five years. There are two (2) types of alternative funding sources that we will identify:

1. Funding from non-impact fee sources to correct existing deficiencies;
and
2. Funding from new development other than impact fees that must be credited against new development's impact fee contributions, possibly including taxes paid to finance facilities.

We will identify anticipated alternative funding based on information from agency staff, or note that funds are still to be identified. In the case of the latter, we will note probable funding alternatives.

We expect that facilities would be funded predominantly on a pay-as-you-go basis. If fees will contribute to funding debt service we will apportion financing costs to the fee program based on the appropriate share of total costs. However, we do not expect the timing of fee revenues to affect financing costs so a cash flow analysis is not included in this scope of work.

Meetings: None.

Deliverables: None.

EXHIBIT A

TASK 6: PREPARE REPORT

Objective: Provide a technically defensible fee report that comprehensively documents project assumptions, methodologies, and results.

Description: Based on the results of prior tasks we will first prepare a package of draft report tables for County staff to review. The tables will document each step of the analysis. The tables will culminate in a schedule indicating the maximum justified fee amount by land use category.

Following one (1) round of comments from County staff on the quantitative analysis and fee schedule, we will prepare an administrative draft report. Following one (1) round of comments on the administrative draft we will prepare a public draft for presentation to interested parties, the public, and the County Board of Supervisors. We will prepare a final report if necessary based on one round of comments received on the public draft report.

If requested, we will provide legal counsel with copies of fee resolutions and ordinances used by other jurisdictions.

Meetings: None

Deliverables: Administrative draft report, public draft report, and final report (if needed).

MEETINGS

There are no meeting included as part of this scope of services. Meetings may be requested for an additional fee of \$1,500 per meeting.

REQUIRED AGENCY STAFF SUPPORT

To complete our tasks on schedule, we will need the cooperation of agency staff. We suggest that the County assign a key individual as project manager for the County.

We will expect the County's project manager to (1) help resolve policy issues, (2) coordinate responses to requests for information, and (3) coordinate review of work products. To meet the schedule outlined below we will expect responses to policy issues and information requests within five business days. If there are delays on the part of the County, we will need to adjust our project schedule accordingly.

We will keep the County's project manager informed of data or feedback we need to keep the project on schedule. MuniFinancial will endeavor to minimize the impact on County staff in the completion of this project.

EXHIBIT A

PROJECT SCHEDULE

We will deliver the draft report tables described at the beginning of Task 6 within four (4) months after receiving authorization to proceed. We will deliver the administrative draft report within one (1) month following review and approval by County staff of the report tables. We will develop specific project timelines following consultation with and in concert with County staff. We can work with the County to shorten this schedule if necessary.

COUNTY OF EL DORADO DEVELOPMENT IMPACT FEE ANALYSIS PROJECT SCHEDULE					
	Month 1	Month 2	Month 3	Month 4	Month 5
Task 1. Identify and Resolve Policy Issues					
Task 2. Identify Existing Development and Future Growth					
Task 3. Calculate Facility Standards					
Task 4. Determine Potential Facility Needs and Costs					
Task 5. Identify Funding and Financing Alternatives					
Task 6. Prepare Report					