



RESOLUTION No. 17-623

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING A CONTRACT WITH ECONOMIC & PLANNING SERVICES, INC. (EPS) FOR THE PREPARATION OF AN AB1600 NEXUS STUDY AND DISTRICT CONSOLIDATION FEASIBILITY STUDY IN THE MAXIMUM AMOUNT OF \$85,000 AND DIRECTING THE AUDITOR-CONTROLLER TO RELEASE FUND BALANCE IN THE AMOUNT OF \$61,864 FROM THE GENERAL FUND UNASSIGNED FUND BALANCE AND TO AMEND THE FISCAL YEAR 2017/18 PLANNING DEPARTMENT BUDGET (4/5 AFFIRMATIVE VOTE REQUIRED)

WHEREAS, on December 9, 1997, the County adopted Park and Recreation Capital Improvement Impact Fee Study and Imposition of Recreation Development Fees (Resolution 97-528) to establish different impact fees for each of the five separate Recreation Benefit Zones: Bear River, Grass Valley/Nevada City, Twin Ridges, Western Gateway and Truckee Donner; and

WHEREAS, the County of Nevada currently collects the Recreation Impact Fee on all new residential subdivisions, new multiple-family housing units, and mobile home parks that are approved within the unincorporated as a means of providing park and recreation facilities which are needed to serve the expanding population in accordance with the 1997 Resolution (Resolution 97-528); and

WHEREAS, the Recreation Impact fees have not been updated since the original 1997 Nexus Study. The fees have been utilized extensively over the years to fund recreation projects but have not replenished as quickly due to slower economy and the outdated fee amount that has not been adjusted for inflation or construction costs over the last 20 years; and

WHEREAS, the Board of Supervisors adopted a Board Objective to update the Nexus Study and fee and to analyze the potential benefits of establishing one Western Nevada County Park District and voted to make this a Priority "A" objective for 2017/2018; and

WHEREAS, the County desires to prepare a new Parks and Recreation Facilities Fee Study and a District Consolidation Feasibility Study. The overall objective for the Nexus Study is to establish the legal and policy basis to justify the adoption of updated impact fees to fund the development and maintenance of park and recreation facilities for Western Nevada County Parks and Recreation Districts. In addition to the general Nexus Study components, the study will analyze the feasibility for consolidation of Western Nevada County Parks and Recreation Districts (excluding Truckee Donner), including identifying opportunities and challenges to merge the Western County Districts into a single Parks and Recreation District; and

WHEREAS, the County sent out a Request for Proposals to eight firms to prepare a Parks and Recreation Facilities Fee Study and a District Consolidation Feasibility Study. Five proposals were received as a result of the RFP. The proposals were reviewed and scored by a staff panel made up of representatives from the Planning Department, Department of Public Works and the Board of Supervisors Office; and

WHEREAS, the County desires to hire Economic & Planning Services, Inc., to prepare the feasibility and consolidation study; and

WHEREAS, the Fiscal Year 2017/18 Planning Department budget already includes budget for the transfer of fund balance from the Grass Valley, Nevada City and Twin Ridges Recreation Benefit Zone Funds; and

WHEREAS, the transfer of funds from the AB1600 accounts and General Fund Unassigned will be deposited into account 1123-20708-325-7000/474002.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that the Chair of the Board of Supervisors be and is hereby authorized to execute, on behalf of the County of Nevada, that certain Contract dated the 12th day of December, 2017, in the amount of \$85,000, by and between said County and Economic & Planning Services, Inc., for a term of December 12th, 2017 to December 31st, 2018 pertaining to the preparation of a nexus and district consolidation study, in the form attached hereto as Exhibit A.

BE IT FURTHER RESOLVED, that the Board of Supervisors affirms the budgeted release of fund balance in the amount of \$23,136 from the Grass Valley, Nevada City and Twin Ridges Recreation Benefit Zone Funds.

BE IT FURTHER RESOLVED, that the Board of Supervisors directs the Auditor-Controller to release fund balance in the amount of \$61,864 from the General Fund Unassigned fund balance and to amend the Fiscal Year 2017/18 budget for the Planning Department as follows:

Increase:	
1123 20708 325 7000/474002	\$61,864
1123 20708 325 7000/521520	\$85,000
0101 10206 272 1000/550700	\$61,864

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 12th day of December, 2017, by the following vote of said Board:

- Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Hank Weston and Richard Anderson
- Noes: None.
- Absent: None.
- Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 


Hank Weston, Chair

PERSONAL SERVICES CONTRACT

County of Nevada, California

This Personal Services Contract is made between the COUNTY OF NEVADA (herein "County"), and

Economic & Planning Systems, Inc. (EPS)

(herein "Contractor"), wherein County desires to retain a person or entity to provide the following services, materials and products generally described as follows:

(§1) **Parks and Recreation Facilities Fee Study and District Consolidation Feasibility Study "Nexus Study"**

SUMMARY OF MATERIAL TERMS

- (§2) **Maximum Contract Price:** \$85,000
- (§3) **Contract Beginning Date:** 12/12/2017 **Contract Termination Date:** 12/31/2018
- (§4) **Liquidated Damages:** N/A

INSURANCE POLICIES

Designate all required policies:

		Req'd	Not Req'd
(§6) Commercial General Liability	(\$1,000,000)	<u>x</u>	<u> </u>
(§7) Automobile Liability	(\$ 300,000) Personal Auto	<u> </u>	<u>x</u>
	(\$1,000,000) Business Rated	<u>x</u>	<u> </u>
	(\$1,000,000) Commercial Policy	<u> </u>	<u>x</u>
(§8) Worker's Compensation		<u>x</u>	<u> </u>
(§9) Errors and Omissions	(\$1,000,000)	<u>x</u>	<u> </u>

LICENSES AND PREVAILING WAGES

(§14) Designate all required licenses:

None

NOTICE & IDENTIFICATION

(§26) Contractor: Economic & Planning Systems, Inc. (EPS) 400 Capitol Mall, 28 th Floor Sacramento, CA 95814 Contact Person: Ellen Martin (916) 649-8010 e-mail: emartin@epssac.com	County of Nevada: Community Development Agency – Planning 950 Maidu Avenue Nevada City, CA 95959 Contact Person: Brian Foss (530) 265-1256 e-mail: brian.foss@co.nevada.ca.us
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Contractor is a: (check all that apply)

Corporation:	<u> </u> Calif.,	<u> </u> 'S' Other,	<u> </u> LLC,	<u> </u> Non-profit
Partnership:	<u> </u> Calif.,	<u> </u> Other,	<u> </u> LLP,	<u> </u> Limited
Person:	<u> </u> Individ.,	<u> </u> Dba,	<u> </u> Ass'n	<u> </u> Other

EDD: Independent Contractor Worksheet Required: Yes x No

HIPAA: Schedule of Required Provisions (Exhibit D): Yes x No

ATTACHMENTS

Designate all required attachments:

	Req'd	Not Req'd
Exhibit A: Schedule of Services (Provided by Contractor)	<u>x</u>	<u> </u>
Exhibit B: Schedule of Charges and Payments (Paid by County)	<u>x</u>	<u> </u>
Exhibit C: Schedule of Changes (Additions, Deletions & Amendments)	<u> </u>	<u>x</u>
Exhibit D: Schedule of HIPAA Provisions (Protected Health Information)P	<u> </u>	<u>x</u>



Terms

Each term of this Contract below specifically incorporates the information set forth in the Summary at page one (1) above as to each respective section (§) therein, as the case may be.

Services

1. Scope of Services:

Contractor shall provide all of the services, materials and products (herein "Services") generally described in **Exhibit "A"**, according to a performance schedule, if applicable, as set forth in said exhibit (herein "Performance Schedule") . If requested, Contractor agrees to serve as an expert witness for County in any third party action or proceeding arising out of this Contract.

Payment

2. Charges and Payments:

The charges (herein "Charges") for furnishing the aforesaid Services under this Contract are set forth in **Exhibit "B"**, including, if applicable, hourly rates, unit pricing, and expense, mileage and cost limits. Said Charges shall be presented monthly by invoice, and shall be due within thirty (30) days of receipt unless payment is otherwise set forth in said **Exhibit "B"**, and shall remain in effect for the entire term of this Contract, and any extension hereof. In no event will the cost to County for Services to be provided under this Contract, including direct non-salary expenses, exceed the **Maximum Contract Price** set forth at §2, page one (1), above.

Time for Performance

3. Contract Term:

This Contract shall commence on the **Contract Beginning Date** set forth at §3, page one (1), above. All Services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** set forth at §3, page one (1), above.

4. Liquidated Damages:

County and Contractor agree that damages to County due to delays in timely providing Services in accordance with the aforesaid Performance Schedule and Contract Termination Date are impractical and difficult to ascertain. Therefore, if §4 at page one (1) hereof shall indicate a daily amount as **Liquidated Damages**, County shall have the right to assess said daily sum, not as a penalty, but as and for damages to County due to delays in providing Services not in accordance with the said Performance Schedule, or later than the Contract Termination Date (herein "Delay"). Liquidated Damages shall be offset against amounts owing to Contractor, including retention sums.

To the extent that any Delay is a result of matters or circumstances wholly beyond the control of Contractor, County may excuse said Liquidated Damages; provided however, that County may condition such excuse upon Contractor having given prompt notice to County of such delay immediately by telephone and thereafter by written explanation within a reasonable time. The time for Contractor's performance shall be extended by the period of delay, or such other period as County may elect.

5. Time of the Essence:

Time is of the essence with respect to Contractor's performance under this Contract. Delay in meeting the time commitments contemplated herein will result in the assessment of liquidated damages, if indicated at §4 at page one (1), hereof. If Liquidated Damages are not so indicated, damages shall be as otherwise provided by law.

Insurance

6. Commercial General Liability Insurance: (County Resolution No. 90674)

If §6 at page one (1) hereof shall indicate a **Commercial General Liability** insurance policy is required, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following:

- (i) Broad form coverage for liability for death or bodily injury to a person or persons, and for property damage, combined single limit coverage, in the minimum amount indicated at said §6;



- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with Contractor's insurance;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

7. Automobile Liability Insurance: (County Resolution No. 90676)

If §7 at page one (1) hereof shall require either a Business Rated or a Commercial Automobile Liability insurance policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following provisions:

- (i) Liability protection for death or bodily injury to a person or persons, property damage, and uninsured and underinsured coverage, combined single limit coverage, in the minimum amount indicated at said §7;
- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with Contractor's insurance;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

If §7 at page one (1) hereof shall require a Personal Auto policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance for a minimum of three hundred thousand dollars, (\$300,000), in combined single limits, and naming the County as additionally insured.

8. Worker's Compensation: (County Resolution No. 90674)

If §8 at page one (1) hereof shall indicate a **Worker's Compensation** insurance policy is required, Contractor shall maintain said policy as required by law, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

Before commencing to utilize employees in providing Services under this Contract, Contractor warrants that it will comply with the provisions of the California Labor Code, requiring Contractor to be insured for worker's compensation liability or to undertake a program of self-insurance therefor.

9. Errors and Omissions:

If §9 at page one (1) hereof shall indicate **Errors and Omissions** insurance is required, Contractor shall maintain either a professional liability or errors & omissions policy in the minimum amount indicated, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

10. Miscellaneous Insurance Provisions: (County Resolution No. 90675)

All policies of insurance required by this Contract shall remain in full force and effect throughout the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to "claims made" coverage. If the County does consent to "claims made" coverage and if Contractor changes insurance carriers during the term of this Contract or any extensions hereof, then Contractor shall carry prior acts coverage.

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by County, its officers, agents and/or employees, shall be excess only and not contributing with insurance required or provided under this agreement.



At all times, Contractor shall keep and maintain in full force and effect throughout the duration of this Contract, policies of insurance required by this Contract which policies shall be issued by companies with a Best's Rating of B+ or higher (B+, B++, A-, A, A+ or A++), or a Best's Financial Performance Rating (FPR) of 6 or higher (6, 7, 8 or 9) according to the current Best's Key Rating Guide, or shall be issued by companies approved by the County Risk Manager. In the event the Best's Rating or Best's FPR shall fall below the rating required by this paragraph, Contractor shall be required to forthwith secure alternate policies which comply with the rating required by this paragraph, or be in material breach of this Contract.

Failure to provide and maintain the insurance policies (including Best's ratings), endorsements, or certificates of insurance required by this Contract shall constitute a material breach of this agreement (herein "Material Breach"); and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both. (See §13, ¶2, below, as these provisions additionally apply to subcontractors.)

11. Indemnity:

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify, defend and hold harmless the County and its officers, officials, employees, agents and volunteers from any and all liabilities, claims, demands, damages, losses and expenses (including, without limitation, defense costs and attorney fees of litigation) which result from the negligent act, willful misconduct, or error or omission of Contractor, except such loss or damage which was caused by the sole negligence or willful misconduct of County or its officers, officials, employees, agents and volunteers.

Personal Services

12. Contractor as Independent:

In providing services herein, Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as agents or employees of County.

13. Assignment and Subcontracting:

Except as specifically provided herein, the rights, responsibilities, duties and Services to be performed under this Contract are personal to the Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute nor replace any personnel for those specifically named herein or in its proposal without the prior written consent of County.

Contractor shall cause and require each transferee, subcontractor and assignee to comply with the insurance provisions set forth herein at §§6, 7, 8, 9 and 10, to the extent such insurance provisions are required of Contractor under this Contract. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor and assignee shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

14. Licensing and Permits:

Contractor warrants (i) Contractor is qualified and competent to provide all Services under this contract; (ii) Contractor and all employees of Contractor hold all necessary and appropriate licenses therefor, including those licenses set forth at §14, page one (1) hereof; and, (iii) Contractor shall obtain, and remain in compliance with, all permits necessary and appropriate to provide said Services. Contractor shall cause said licenses and permits to be maintained throughout the life of this Contract. Failure to do so shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

Public Contracts

15. Prevailing Wage and Apprentices:

To the extent made applicable by law, performance of this Contract shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with Section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code §§1720, et seq.; and shall be in conformity with Title 8 of the California Code of Regulations §§200 et seq., relating to apprenticeship. Where applicable:



(i) Contractor shall comply with the provisions thereof at the commencement of Services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be deemed a material breach of this contract. Applicable prevailing wage determinations are available on the California Department of Industrial Relations website at <http://www.dir.ca.gov/OPRL/PWD>.

(ii) Contractor and all subcontractors must comply with the requirements of Labor Code Section 1771.1(a) pertaining to registration of contractors pursuant to Section 1725.5. Registration and all related requirements of those Sections must be maintained throughout the performance of the Contract.

(iii) Contracts to which these prevailing wage requirements apply are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each contractor and subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.

(iv) The County is required to provide notice to the Department of Industrial Relations of any public work contract subject to prevailing wages within five (5) days of award.

16. Accessibility (County Resolution No. 00190):

It is the policy of the County of Nevada that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall be in compliance with the provisions of the Americans With Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Contractor to provide County contracted services directly to the public, Contractor shall certify that said direct Services are and shall be accessible to all persons.

17. Nondiscriminatory Employment:

In providing Services hereunder, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.

18. Prior Nevada County Employment (County Resolution No. 03-353):

Effective July 22, 2003, it is the policy of the County of Nevada that former members of the Board of Supervisors, a former CEO, or a former Purchasing Agent, for a period of twelve (12) months following the last day of employment, shall not enter into any relationship wherein that former employee or former Board member receives direct remuneration from a legal entity that, during the last twelve (12) months of said employment or Board member's service, entered into a contract with, or received a grant from the County of Nevada. Provided however, that this prohibition shall not apply to any employee that did not personally approve a contract with or grant to said legal entity during the last twelve (12) months of said employment, and shall not apply when the Board of Supervisors did not approve a contact with or grant to said legal entity during the last twelve (12) months of said Board member's service.

A violation of this policy shall subject Contractor to all of the remedies enumerated in said resolution and as otherwise provided in law, which remedies shall include but not be limited to injunctive relief, cancellation and voiding of this contract by County, a return of grant money, a cause of action for breach of contract, and entitlement to costs and reasonable attorney fees in any action based upon a breach of contract under this provision.

19. Cost Disclosure:

In accordance with Government Code Section 7550, should a written report be prepared under or required by the provisions of this Contract, Contractor agrees to state in a separate section of said report the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of said report

Default and Termination

20. Termination:

A Material Breach of this Contract pursuant to the terms hereof or otherwise, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to immediately suspend payments hereunder, or terminate this contract, or both, **without notice**.



If Contractor fails to timely provide in any manner the services materials and products required under this Contract, or otherwise fails to promptly comply with the terms of this Contract, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Contract by giving **five (5) days written notice** to Contractor.

Either party may terminate this Contract for any reason, or without cause, by giving **thirty (30) calendar days written notice** to the other, which notice shall be sent by registered mail in conformity with the notice provisions, below. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.

County, upon giving **sixty (60) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract at the end of any fiscal year if the County or the State of California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.

Miscellaneous

21. Books of Record and Audit Provision:

Contractor shall maintain complete records relating to this Contract for a period of five (5) years from the completion of Services hereunder. Said records shall include but not be limited to bids and all supporting documents, original entry books, canceled checks, receipts, invoices, payroll records including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits

Contractor shall permit County to audit said records as well as such related records of any business entity controlled by Contractor. Said audit may be conducted on Contractor's premises or at a location designated by County, upon fifteen (15) days notice. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charged of five percent (5%) or more of the Maximum Contract Price.

22. Intellectual Property:

All original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or submitted to Contractor, shall be the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception. Provided however, for personal purposes only and not for commercial, economic or any other purpose, Contractor may retain a copy of Contractor's work product hereunder.

23. Entire Agreement:

This Contract represents the entire agreement of the parties, and no representations have been made or relied upon except as set forth herein. This Contract may be amended or modified only by written, fully executed agreement of the parties.

24. Jurisdiction and Venue:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Nevada County, California.

25. Compliance with Applicable Laws:

The Contractor shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the Services to be provided by this Contract.

26. Notices:

This Contract shall be managed and administered on County's behalf by the department and the person set forth at §26, page one (1) of this Contract, and all invoices shall be submitted to and approved by this Department. In addition to personal service, all notices may be given to County and to Contractor by first class mail addressed as set forth at said §26 Said notices shall be deemed received the fifth (5th) day following the date of mailing or the earlier date of personal service, as the case may be.



27. Authority:

All individuals executing this Contract on behalf of Contractor represent and warrant that they are authorized to execute and deliver this Contract on behalf of Contractor.

IN WITNESS WHEREOF, the parties have executed this Contract effective on the Beginning Date, above.

CONTRACTOR:



Name: Jamie Gomes
Title: Managing Principal



Name: David Zehnder
Title: Managing Principal

Dated: November 22, 2017

COUNTY OF NEVADA:



Honorable Hank Weston
Chair, Board of Supervisors

Dated: 12/12/2017

Attest: 

Julie Patterson Hunter
Clerk of the Board



EXHIBIT "A"

SCHEDULE OF SERVICES

Task 1: Project Initiation and Data Confirmation

EPS will meet with County staff to finalize the scope of services, project schedule, stakeholder outreach strategy, and expected work product, including the implementation approach and strategy. EPS will review key elements of the current Recreation Development Fee with the County, seeking input on any areas of concern or issues related to implementation that should be addressed through this update. A significant focus of this initial meeting will be to develop a strategy to involve the Western Nevada County Parks and Recreation Districts (Districts) and to develop an outreach strategy to engage and inform the public and community stakeholders about the project process. This initial scoping, data gathering, and discussion will focus subsequent technical efforts.

Subtask 1.1: Initiate Project and Gather Data

EPS will meet with the County to finalize the expected work product, the scope of services, project schedule, stakeholder outreach strategy, and implementation approach. A proposed schedule, which is subject to change after discussions described in **Task 1**, is provided in **Figure 1** on the following page. EPS will obtain (if not already in EPS's possession) and review the following documentation:

- County of Nevada General Plan
- Recreation Mitigation Fee Program
- Parks and Recreation Facilities Master Plans
- Capital Improvement Programs (CIPs)
- Recreation Impact Fee Ordinance
- Municipal Service Reviews (for Districts)

The initial scoping refinement, data gathering, and discussion will focus subsequent technical efforts.

Subtask 1.2: Develop Key Land Use Assumptions

As part of this subtask, EPS will assemble land use capacity and development forecasts, which will be used to estimate new facility needs. In coordination with the County, EPS will research, assemble, and analyze the County's existing housing inventory and land use and demographic data to estimate the amount of existing development in each land use category. This estimate may include the use of industry standards for population densities and planning documents as available. The County will assist in providing a summary of the existing land use and development base; needed County planning documents; and other appropriate maps, documents, or data.

EPS also will review prior nexus studies, the current County General Plan document, existing and proposed specific plan documents, development capacity, and County data on planned and proposed development. In addition, other published demographic data sources may be used to provide additional support (e.g., California Department of Finance, California Department of Transportation, and California Economic Development Department [EDD]).

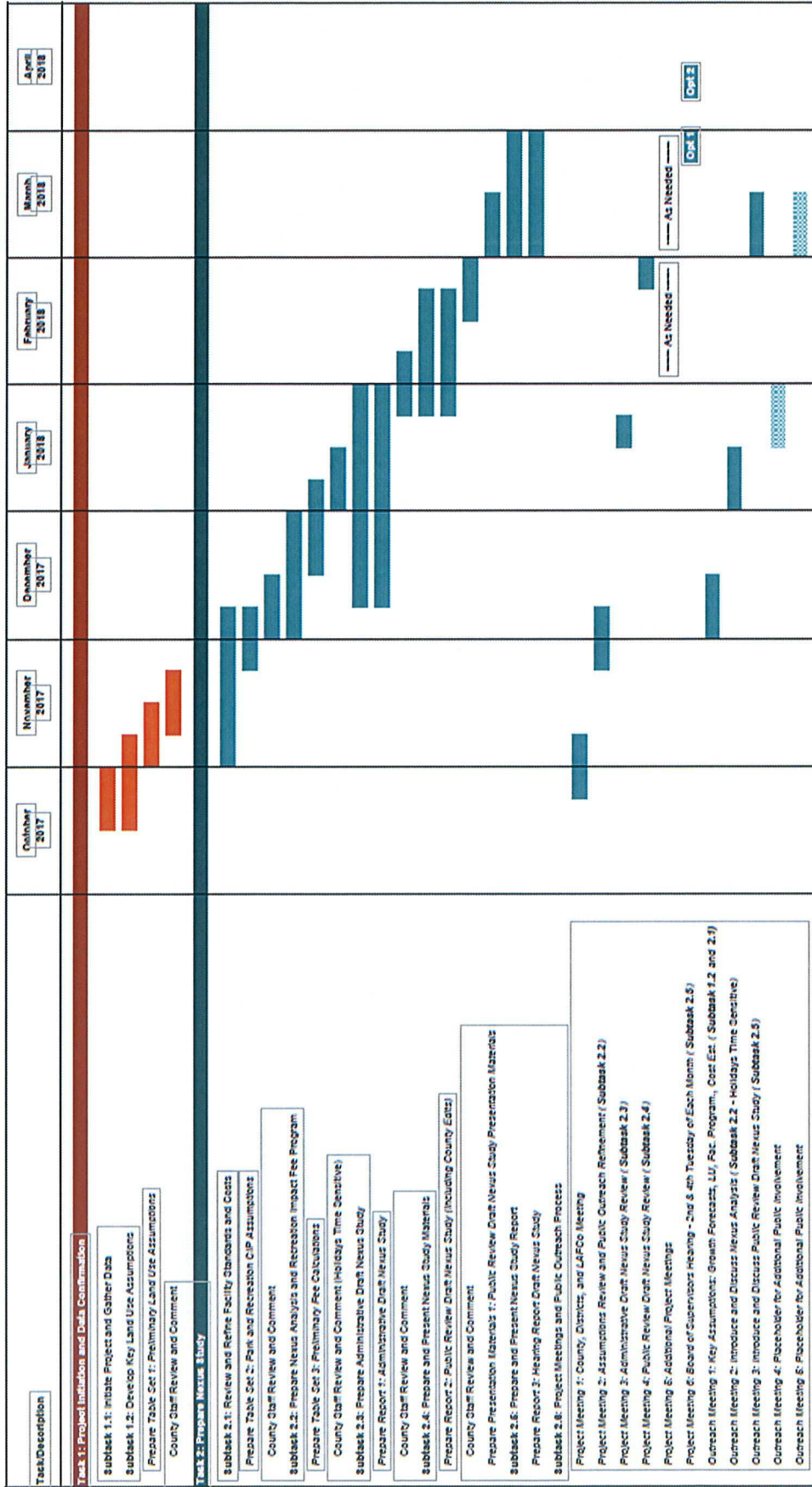
Once the land use categories are defined and land use data are available, EPS will prepare a growth forecast for each land use category. EPS will prepare a table set summarizing preliminary land use growth forecasts for County staff review.

Subtask 1.2 Deliverable

- Table Set 1 – Preliminary Land Use Assumptions



Figure 1
 County of Nevada Parks and Recreation Facilities Fee Study and District Consolidation Feasibility Study
 Estimated Scope of Services Schedule



As Needed

As Needed

As Needed

As Needed

As Needed

As Needed

As Needed

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As Needed

As Needed

As Needed

Figure 1
 County of Nevada Parks and Recreation Facilities Fee Study and District Consolidation Feasibility Study
 Estimated Scope of Services Schedule

Task/Description	October 2017	November 2017	December 2017	January 2018	February 2018	March 2018	April 2018
Task 3: Prepare Feasibility Study							
Subtask 3.1: Conduct Background Research and Interviews							
Subtask 3.2: Conduct Special District Interviews							
Subtask 3.3: Prepare Public Services Delivery Plan and Pro Forma Budget							
Subtask 3.4: Outline LAFCo Procedures							
Prepare Report E: Park and Recreation District Consolidation Feasibility Study							

Task 2: Prepare Nexus Study

Subtask 2.1: Review and Refine Facility Standards and Costs

EPS will work with the County and the Districts to identify park and recreation facility capital requirements that will provide the basis for establishing an impact fee for new development. EPS will review the current Park and Recreation Capital Improvement Impact Fee Study and all Parks and Recreation Facilities Master Plans to determine the full range of programmed park facilities desired by the County and the Districts.

EPS will review the County's current facility standard approach to computing park and recreation facility costs and will evaluate this methodology in terms of the County's ability to fund desired park and recreation facilities. As noted in **Subtask 2.6** below, EPS would participate in a series of workshops designed to facilitate discussion regarding the amount and type of park and recreation facility planning that should be used in the updated Recreation Impact Fee.

Based on the outcome of this work, EPS may work with the County to develop an alternative, CIP-based approach to programming park facilities and will review, comment on, and validate associated cost estimates developed by the County. This review will consider the potential for varying park and recreation facility needs, as well as any outstanding debt services on existing facilities.

Subtask 2.1 Deliverable

- Table Set 2—Park and Recreation CIP Assumptions

Subtask 2.2: Prepare Nexus Analysis and Recreation Impact Fee Program

Using the validated land use, cost, park facilities requirements, and other Recreation Impact Fee Program data derived from **Subtasks 1.1, 1.2, and 2.1**, EPS will prepare the updated fee calculation and nexus analysis.

Subtask 2.2 Deliverable

- Table Set 3—Preliminary Fee Calculations

Subtask 2.3: Prepare Administrative Draft Nexus Study

In this subtask, EPS will prepare the Administrative Draft Nexus Study. EPS will summarize the costs associated with new park and recreation facilities required to serve new growth, discuss growth assumptions, discuss cost allocation methodologies for all land uses, and identify any sources of existing funding for park and recreation facilities required to serve new development. The Administrative Draft Nexus Study will include an implementation chapter summarizing the implementation and administration actions proposed as part of the ongoing administration of the Recreation Impact Fee Program. The Administrative Draft Nexus Study also will include a comparison of the County's Recreation Impact Fee Program with park development impact fees for neighboring jurisdictions.

Subtask 2.3 Deliverable

- Report 1—Administrative Draft Nexus Study

Subtask 2.4: Prepare and Present Nexus Study Materials

EPS will prepare a Public Review Draft Nexus Study based on the comments received from the County on the work completed in **Subtask 2.3**. EPS will prepare presentation materials and be prepared to present the Public Review Draft Nexus Study (incorporating any revisions recommended by County staff) at meetings with the development community and other interested stakeholders.

Subtask 2.4 Deliverables



- Report 2—Public Review Draft Nexus Study
- Presentation Materials 1—Draft Nexus Study Presentation Materials

Subtask 2.5: Prepare and Present Nexus Study Report

EPS will prepare a Hearing Report Draft Nexus Study based on the comments received from the development community and other interested parties. EPS will be prepared to present the Hearing Report Draft Nexus Study to the County Board of Supervisors and seek approval or direction.

Subtask 2.5 Deliverables

- Report 3—Hearing Report Draft Nexus Study
- Presentation Materials 2—Hearing Report Draft Nexus Study Presentation Materials

Subtask 2.6: Project Meetings and Public Outreach Process

The success of the Recreation Impact Fee Program update depends on the involvement and collaboration of the County, the Districts, stakeholders, and the public. To ensure the outcome of the Recreation Impact Fee Program reflects the community values and input, EPS proposes a transparent approach with the County, the Districts, and the public. This proposed approach is based on previous successful projects completed by EPS. The proposed County and Districts involvement and public outreach program is described below.

In addition to one initial project meeting with the County, EPS will hold up to 6 meetings/ conference calls with appropriate County and Districts' staff to discuss project progress.

In addition, EPS will coordinate a meeting with the County, the Districts, and the Local Agency Formation Commission (LAFCo) to discuss Districts consolidation implications, as further discussed in **Task 3** below.

At a minimum, EPS recommends the following project meetings to discuss project updates and milestones. Note that project updates including the public, as part of the preliminary public outreach approach, are provided separately:

- **Project Meeting #1: County, Districts, and LAFCo Meeting.** EPS recommends the coordination of a meeting that includes pertinent staff from the County, the Districts, and LAFCo to discuss the implications related to Districts consolidation, described in **Task 3** below.
- **Project Meeting #2: Assumptions Review and Public Outreach Refinement.** EPS will meet with relevant County and Districts staff to discuss the Land Use Assumptions, Parks and Recreation CIP assumptions, and further refine the public outreach process, specifically as it pertains to the coordination of public outreach efforts in the Districts.
- **Project Meeting #3: Administrative Draft Nexus Study Review.** EPS, County, and Districts staff will coordinate a conference call or meeting to discuss County and Districts comments and edits regarding the Administrative Draft Nexus Study Report.
- **Project Meeting #4: Public Review Draft Nexus Study Review.** EPS, County, and Districts staff will coordinate a conference call or meeting to discuss County and Districts comments and edits regarding the Public Review Draft Nexus Study Report.
- **Additional Project Meetings.** As special issues arise related to development of the Recreation Impact Fee Program, additional project meetings may be warranted. EPS will attend up to 1 additional project meeting to accommodate this possibility.
- **Project Meeting #6: Board of Supervisors' Hearing.** EPS will prepare a presentation for the Board of Supervisors to discuss the findings of the Hearing Report Draft Nexus Study.

The proposed public outreach program includes stakeholder updates at critical milestones and the use of public workshops to encourage community participation. EPS suggests a series of additional outreach efforts by County staff to inform and update stakeholders such as e-mail or Web site updates.

EPS will collaborate with County staff to refine the final program, especially concerning outreach to and collaboration with the Districts and their respective constituents. This is based on the assumption the County will develop and distribute meeting notices and agendas jointly produced with EPS before scheduled meetings. EPS recommends sign-in sheets, minutes, and supporting visual aids such as maps and handouts to assist the discussions to be made available for distribution at each meeting. Following each public workshop, EPS will prepare summary-level meeting minutes recording the key items and discussion points from each workshop. All EPS materials will be provided to County staff for review before distribution. Further, EPS will provide hard copies of all presentation and relevant supporting documentation for distribution.

EPS has scoped up to 5 workshops and presentations, assuming the use of materials and presentations generated from other project subtasks. This includes up to 5 meetings with stakeholders. EPS has scoped 3 stakeholder meetings at key junctures: one to discuss key growth forecasts, land use, and facility cost assumptions; a second to discuss the nexus analysis and proposed fee schedule; and a third to present and discuss a Public Review Draft of the report. EPS also will plan for 2 additional stakeholder workshops to accommodate special issues that may arise during the Nexus Study update process.

If additional EPS attendance or presentations are requested, additional budget may be required that will be billed on a time-and-materials basis according to current billing rates.

At a minimum, EPS recommends the following outreach elements:

- **Develop Stakeholder Group Database.** The County will provide a list of stakeholders for use during development of the Recreation Impact Fee Program. The list may include elected officials, County representatives, Districts representatives, developers, community leaders, neighborhood and business associations, planning professionals, and other pertinent stakeholders. The City also will provide all public posting requirements as necessary such as California Environmental Quality Act (CEQA) requirements, Assembly Bill (AB) 1600 posting requirements, and public meeting requirements.
- **Workshop #1: Key Assumptions: Growth Forecasts, Land Use, Facility Programming, and Cost Estimates.** After **Subtasks 1.2 and 2.1**, the County should conduct a public workshop with the stakeholder group to share the resulting key land use and demographic assumptions used in the Nexus Study process. This workshop also would be used to solicit input into the proposed park facilities to be included in the updated Recreation Impact Fee Program. EPS will attend.
- **Workshop #2: Introduce and Discuss Nexus Analysis.** After incorporating key assumptions and developing a nexus methodology (**Subtask 2.2**), EPS recommends a workshop to introduce the proposed methodology and preliminary fee schedule. This workshop should be designed to encourage stakeholder comment to allow County staff to identify stakeholder concerns, address known issues, and build consensus. EPS will attend.
- **Workshop #3: Introduce and Discuss Public Review Draft Nexus Study.** With County staff and stakeholder feedback, EPS will produce an Administrative Draft Nexus Study for County staff. Following this review, EPS will prepare a revised Public Review Draft Nexus Study. EPS recommends a workshop with the stakeholder group, including a review of assumptions and analysis and an introduction to the proposed Nexus Study. EPS will attend.



- **Additional Stakeholder Workshops.** As special issues arise related to development of the Recreation Impact Fee Program, additional stakeholder outreach or meetings may be warranted. EPS will attend up to 2 additional stakeholder workshops to accommodate this possibility.
- **Draft and Distribute Meeting Minutes.** To demonstrate responsiveness and cooperation with the stakeholder group, after each workshop, EPS will summarize and memorialize key concerns or issues that require resolution. These meeting minutes should be distributed to the entire stakeholder group.

Task 3: Prepare Districts Consolidation Feasibility Study

At the outset of this task, EPS will meet with the staff of the County, LAFCo, and the Districts to identify what policy objectives are intended to be achieved through this analysis. Through this meeting, EPS will discern what work may have already been completed (such as Municipal Service Reviews) that can be used to inform the current effort. One of the key challenges of this effort will be dealing with asymmetry that may exist between the Districts. Examination of existing documentation and interviews with key stakeholders will identify areas where such asymmetry exists. In some cases, consolidation efforts can address irregularities, and in other cases (e.g., if outstanding debt service exists), irregularities between areas may remain.

Subtask 3.1: Conduct Background Research and Interviews

EPS will gather and review background information and documentation regarding each district's public service delivery. Such documents will include public service plans, any recent Municipal Service Reviews, annual budget documents, and recreation programming materials. As part of this subtask, EPS proposes interviewing the LAFCo Executive Officer regarding the consolidation examination. Also as part of this subtask, EPS will identify service delivery levels of each district and prepare a matrix comparing service delivery levels between the Districts. Using the background research, EPS will prepare a profile of each existing special district summarizing these:

- Key contact person(s).
- Service area boundaries.
- Land use and demographic information.
- Policies and regulations.
- Primary recreation and other service programs.
- General nature of park maintenance activity (e.g., in-house or contract services).
- Other relevant organizational characteristics that would be related to potential reorganization.

Subtask 3.2: Conduct Districts Interviews

EPS will interview the lead representative of each district to understand each organization's operational structure, services delivery, and any constraints on service delivery. These interviews will inform the question regarding the nature of the consolidation option, as well as potential advantages and disadvantages that may be gained from such an occurrence. Information from these interviews also will inform a proposed public services plan that might include one or more district consolidations. In addition, the interviews would be used to answer any budgetary or monetary questions related to district revenues or expenditures.

Subtask 3.3: Prepare Public Services Delivery Plan and Pro Forma Budget

Using the background research and interview data from prior subtasks, EPS will prepare a Public Services Plan for the provision of park and recreation services if such services were to be offered by a single special district. The primary focus of the Public Services Plan would be on the provision of park and recreational services to the area residents. The Public Services Plan will be organized by type of service (e.g., program administration, recreation, facility rentals, maintenance), indicating how each function would be performed, the proposed level of service, the estimated recurring costs, and associated

resources necessary. Within this format, the Public Services Plan will provide a basis to address issues such as the benefits and costs of contract services and the issues and options surrounding phasing of any organizational changes, including dissolution or consolidation of the Districts.

The Public Services Plan would identify the recommended organizational structure necessary to implement the plan. It will be necessary to quantify financial characteristics to be analyzed as a part of this subtask. Key items include initial start-up costs, as well as existing contracts and contract terms. Service and staffing requirements will be described, including any proposals for providing services through contracts from the County or the Districts. Finally, the Public Services Plan would describe how development impact fee revenues would be collected and how the development impact fee program would be administered.

As part of this subtask, EPS will prepare an Excel-based operating pro forma budget cash flow model for a single consolidated park and recreation district. The proposed budget would reflect levels of service and activities identified in the Public Services Plan. Preparation of the budget model will facilitate a comparison of the baseline status quo condition with a potential consolidation. Such a budget model would be required to be included in materials presented to LAFCo for the potential reorganization.

Subtask 3.4: Outline LAFCo Procedures

Using the interview with the LAFCo Executive Officer and provisions of the Cortese-Knox-Hertzberg Reorganization Act of 2000, EPS will outline the statutory process that would be required if dissolution and consolidation was to be presented to the LAFCo commission for its consideration. Having been involved in several incorporations, reorganizations, and other LAFCo processes, EPS is familiar with the procedural steps required. The deliverable of this subtask would be a detailed “road map” of the LAFCo process if consolidation is proposed.

Task 3 Deliverable

Report 5—Park and Recreation District Consolidation Feasibility Study

A handwritten signature in black ink, appearing to be 'JL', is located in the bottom right corner of the page.

EXHIBIT "B"
SCHEDULE OF CHARGES AND PAYMENTS
(Paid by County)

PROPOSED COSTS

EPS's experience on similar projects indicates an estimated budget of **\$85,000** would be required to complete the proposed scope of services. The costs for this work are further broken down by each service task, as shown in the table below.

Task	Amount
Task 1: Project Initiation and Data Confirmation	\$7,000
Task 2: Prepare Nexus Study	\$43,000
Task 3: Prepare District Consolidation Feasibility Study	\$35,000
Total	\$85,000

Please reference **Table 1** on the following page for a detailed breakdown of staff costs and direct costs, including mileage and parking.

EPS charges for its services on a direct-cost (hourly billing rates plus direct expenses), not-to-exceed basis; thus, the County will be billed only for the work EPS completes up to the authorized budget amounts. If the County requests other additional services not described in the scope of services, EPS will request authorization for additional budget with the understanding that terms will be negotiated in good faith. Hourly Billing Rates for EPS's Sacramento office for 2017 are included in this section, following **Table 1**. As noted on the Hourly Billing Rates sheet, staff billing rates may be subject to annual increases, adjusted each calendar year.



Table 1
Nevada County Parks and Recreation Facilities Fee Study and District Consolidation Feasibility Study
Budget Estimate

Task/ Description	EPS Staff					Staff Cost Subtotal	EPS Direct Costs [1]	Grand Total
	Managing Principal Gomes	Executive Vice President Martin	Associate Polhemus	Production Staff	EPS Total			
Task 1: Project Initiation and Data Confirmation								
Subtask 1.1: Initiate Project and Gather Data	4	4	6	0	14	\$2,850	\$60	\$2,910
Subtask 1.2: Develop Key Land Use Assumptions	1	2	20	1	24	\$3,885	\$0	\$3,885
Subtotal Task 1	5	6	26	1	38	\$6,735	\$60	\$6,795
Task 2: Prepare Nexus Study								
Subtask 2.1: Review and Refine Facility Standards and Costs	2	12	24	0	38	\$6,930	\$0	\$6,930
Subtask 2.2: Prepare Nexus Analysis and Recreation Impact Fee Program	1	8	16	0	25	\$4,535	\$0	\$4,535
Subtask 2.3: Prepare Administrative Draft Nexus Study	2	16	20	2	40	\$7,370	\$0	\$7,370
Subtask 2.4: Prepare and Present Nexus Study Materials	3	8	6	2	19	\$3,655	\$0	\$3,655
Subtask 2.5: Prepare and Present Nexus Study Report	3	8	6	2	19	\$3,655	\$0	\$3,655
Subtask 2.6: Project Meetings and Public Outreach Process	16	36	24	2	78	\$16,060	\$500	\$16,560
Subtotal Task 2	27	88	96	8	219	\$42,205	\$500	\$42,705
Task 3: Prepare District Consolidation Feasibility Study								
Subtask 3.1: Conduct Background Research and Interviews	8	16	4	0	28	\$6,260	\$60	\$6,320
Subtask 3.2: Conduct Special District Interviews	8	16	10	0	34	\$7,190	\$120	\$7,310
Subtask 3.3: Prepare Public Services Delivery Plan and Pro Forma Budget	10	20	60	0	90	\$16,350	\$0	\$16,350
Subtask 3.4: Outline LAFCo Procedures	4	10	12	2	28	\$5,290	\$0	\$5,290
Subtotal Task 3	30	62	86	2	180	\$35,090	\$180	\$35,270
TOTAL HOURS	62	156	208	11	437			
Billing Rates	\$255	\$225	\$155	\$80				
TOTAL	\$15,810	\$35,100	\$32,240	\$880	\$84,030	\$84,030	\$740	\$84,770
ROUNDED TOTAL								\$85,000

[1] Direct costs include mileage, flights, hotels, meals, parking, copying, etc. Subconsultant direct costs are assumed to be included in their billing rates.

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"budget"