

**COUNTY OF SAN LUIS OBISPO BOARD OF SUPERVISORS  
AGENDA ITEM TRANSMITTAL**

(1) DEPARTMENT Planning and Building		(2) MEETING DATE April 4, 2006		(3) CONTACT/PHONE Dana Lilley, Supervising Planner (805) 781-5715	
(4) SUBJECT Agreement with consultant firm David Taussig and Associates for assistance in preparing Willow Road Project Implementation Plan as a pilot project for future infrastructure financing plans.					
(5) SUMMARY OF REQUEST As directed by the Board of Supervisors on November 8, 2005, this report presents a cost proposal and recommendation to contract for specialized assistance in preparing the Willow Road Project Implementation Plan as a pilot project. The firm David Taussig and Associates, Inc. (DTA) submitted a proposal in response to the County's request for proposals and the County's selection committee is recommending that your Board approve the attached agreement with DTA.					
(6) RECOMMENDED ACTION Approve the attached Agreement Between the County of San Luis Obispo and David Taussig and Associates, Inc. for Provision of Infrastructure Finance Planning Services (Exhibit A).					
(7) FUNDING SOURCE(S) FC 142 – Planning and Building		(8) CURRENT YEAR COST \$53,500 maximum		(9) ANNUAL COST NA	
(10) BUDGETED? <input type="checkbox"/> YES <input type="checkbox"/> N/A <input checked="" type="checkbox"/> NO					
(11) OTHER AGENCY/ADVISORY GROUP INVOLVEMENT (LIST): Public Works and Planning and Building Departments are submitting this request.					
(12) WILL REQUEST REQUIRE ADDITIONAL STAFF? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, How Many? _____ <input type="checkbox"/> Permanent _____ <input type="checkbox"/> Limited Term _____ <input type="checkbox"/> Contract _____ <input type="checkbox"/> Temporary Help _____					
(13) SUPERVISOR DISTRICT(S) <input type="checkbox"/> 1st, <input type="checkbox"/> 2nd, <input type="checkbox"/> 3rd, <input type="checkbox"/> 4th, <input type="checkbox"/> 5th, <input checked="" type="checkbox"/> All			(14) LOCATION MAP <input type="checkbox"/> Attached <input checked="" type="checkbox"/> N/A		
(15) AGENDA PLACEMENT <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Hearing (Time Est. ____) <input type="checkbox"/> Presentation <input type="checkbox"/> Board Business (Time Est. _____)			(16) EXECUTED DOCUMENTS <input type="checkbox"/> Resolutions (Orig + 4 copies) <input checked="" type="checkbox"/> Contracts (Orig + 4 copies) <input type="checkbox"/> Ordinances (Orig + 4 copies) <input type="checkbox"/> N/A		
(17) NEED EXTRA EXECUTED COPIES? <input checked="" type="checkbox"/> Number: 1 <input checked="" type="checkbox"/> Attached <input type="checkbox"/> N/A			(18) APPROPRIATION TRANSFER REQUIRED? <input type="checkbox"/> Submitted <input type="checkbox"/> 4/5th's Vote Required <input checked="" type="checkbox"/> N/A		

(19) ADMINISTRATIVE OFFICE REVIEW

*Ok  
Leslie Brown*

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(4.4.06)**



SAN LUIS OBISPO COUNTY  
DEPARTMENT OF PLANNING AND BUILDING

VICTOR HOLANDA, AICP  
DIRECTOR

**TO: BOARD OF SUPERVISORS**

**FROM: VIC HOLANDA, AICP, DIRECTOR OF PLANNING AND BUILDING** *V.H. Holanda*  
**NOEL KING, DIRECTOR OF PUBLIC WORKS** *NK*

**DATE: APRIL 4, 2006**

**SUBJECT: AGREEMENT WITH CONSULTANT FIRM DAVID TAUSSIG AND ASSOCIATES FOR ASSISTANCE IN PREPARING WILLOW ROAD PROJECT IMPLEMENTATION PLAN AS A PILOT PROJECT FOR FUTURE INFRASTRUCTURE FINANCING PLANS**

**Recommendation:**

Approve the attached Agreement Between the County of San Luis Obispo and David Taussig and Associates, Inc. for Provision of Infrastructure Finance Planning Services (Exhibit A).

**Discussion:**

Background

During strategic planning discussions conducted in 2005, the Board of Supervisors identified financing of infrastructure projects throughout the county as an important strategic issue. Because of existing and projected traffic problems, the Willow Road extension and Highway 101 interchange was recognized and characterized, by the Board, as a priority concern. Recognizing that time is of the essence, the Board requested that staff evaluate alternative financing options in order to enable the Willow Road extension and the Highway 101 interchange project construction to commence before sufficient Road Impact Fees were collected to pay for the entire project.

The Planning and Building Department, the Public Works Department, County Counsel and the Administrative Office collaborated to prepare a report on financing options which was presented to the Board of Supervisors on November 8, 2005. The Board selected the Willow Road project as a pilot project to test the implementation of one or more of these financing options and directed staff to prepare a cost proposal and recommendation to contract for specialized assistance in preparing infrastructure plans. The attached agreement with David Taussig and Associates, Inc., (DTA) would facilitate provision of those services for the pilot project (Willow Road). The draft Willow Road Project Implementation Plan may be ready for presentation to the Board as early as **May 23, 2006**

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On January 1, 2006, a request for proposals (RFP) was issued by the County to obtain the specialized services in municipal finance to assist the County. Two firms submitted proposals. A selection committee reviewed the two proposals and rated them according to the criteria stated in the RFP. The firm recommended by the selection committee clearly understood what services the County needed and provided a complete cost estimate. The other firm provided a lower base cost estimate, but it appeared to be an incomplete cost estimate since the services it proposed to provide were less complete. The recommended firm also appears to be more experienced providing services such as those needed for the Willow Road Project Implementation Plan.

The Public Works and the Planning and Building Departments are recommending this agreement with DTA for Willow Road as the pilot project. Once the Willow Road Project Implementation Plan is completed, the County may wish to negotiate new agreement with DTA or another firm for the remaining projects to be covered in an Interim Infrastructure Financing Plan.

It should be noted that other infrastructure projects need not be delayed by the County's work on the Willow Road Project Implementation Plan (the pilot project). The term "pilot project" in this context means preparing the plan for financing the project, not actually constructing it. Thus, once the Willow Road Project Implementation Plan has been prepared, it will provide a model for a process and potential policies for financing and constructing other projects in a timely manner.

**Other Agency Involvement:**

The Public Works and Planning and Building Departments are jointly submitting this request.

**Financial Considerations:**

The maximum cost for services to be provided by DTA under the attached agreement is \$53,500. This cost can be paid with General Fund revenue already budgeted for the Planning and Building Department for consultant services.

**Results:**

Approval of the attached agreement will enable completion of a plan to finance and build the Willow Road Project sooner than would otherwise be possible.

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## Exhibit A

**Agreement with consultant firm David Taussig and Associates for assistance in preparing Willow Road Project Implementation Plan as a pilot project for future infrastructure financing plans.**

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**AGREEMENT BETWEEN THE COUNTY OF SAN LUIS OBISPO  
AND DAVID TAUSSIG AND ASSOCIATES, INC. FOR PROVISION OF  
INFRASTRUCTURE FINANCE PLANNING SERVICES**

**THIS AGREEMENT** is made and entered into on \_\_\_\_\_, 2006,  
by and between **DAVID TAUSSIG AND ASSOCIATES**, a California corporation  
(hereinafter referred to as "DTA"), and the **COUNTY OF SAN LUIS OBISPO**, a political  
subdivision of the State of California (hereinafter referred to as "the County").

**WITNESSETH:**

**WHEREAS**, the County of San Luis Obispo has need for special services and  
advice in municipal financing of public infrastructure related to preparation of the Willow  
Road Project Implementation Plan, hereinafter referred to as "the Financing Plan"; and

**WHEREAS**, DTA is specially trained, experienced, expert and competent to  
perform such special services; and

**NOW, THEREFORE**, the parties mutually agree as follows:

**1. Scope of Work**

DTA shall perform the tasks as described in the attached "Exhibit A: Scope of  
Work."

**2. Compensation**

County shall pay to DTA as compensation in full for all services performed by  
DTA pursuant to this Agreement the sum of \$50,000.00 as the total fixed fee, plus a  
maximum of \$3,500 for actual costs incurred by DTA in the performance of this  
Agreement for courier services, mileage, lodging, copies and faxes.

**3. Billing**

DTA shall submit to the County, on a monthly basis, a detailed statement of  
services performed during that preceding period, including the number of hours of work  
performed. The County shall approve and authorize progress payments to DTA upon  
completion of the tasks described in paragraph 1 (Scope of Work) to the satisfaction of  
County.

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**4. Term of Agreement**

The term of this Agreement shall commence on the date first written above and shall terminate on July 31, 2006, unless sooner terminated as hereinafter provided. Termination of this Agreement may be effectuated by the Director of the Planning and Building Department on behalf of the County without the need for action, approval or ratification of the Board of Supervisors.

**5. Termination of Agreement for Convenience of Either Party**

Either party may terminate this Agreement at any time by giving to the other party 30 day's written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. DTA shall be paid for all work satisfactorily completed prior to the effective date of said termination.

**6. Termination of Agreement for Cause**

If DTA fails to perform DTA's duties to the satisfaction of the County or if DTA fails to fulfill in a timely and professional manner DTA's obligations under this Agreement or if DTA shall violate any of the terms or provisions of this Agreement or if DTA, DTA's agents or employees fail to exercise good behavior either during or outside working hours that is of such nature as to bring discredit upon the County, then County shall have the right to terminate this Agreement effective immediately upon the County giving written notice thereof to DTA. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. DTA shall be paid for all work satisfactorily completed prior to the effective date of said termination. If County's termination of DTA for cause is defective for any reason, including but not limited to County's reliance on erroneous facts concerning DTA's performance, or in any defect in notice thereof, County's maximum liability shall not exceed the amount payable to DTA under paragraph 5 above.

**7. Equal Employment Opportunity**

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During the performance of this Agreement, DTA agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin and hereby promises to comply with the provisions on contractor agreements contained in Presidential Executive Order No. 11246 as amended by Executive Order (1) 75 and as approved by the Department of Labor Relations (41 CFR Part 61).

**8. Entire Agreement and Modification**

This Agreement supersedes all previous agreements and constitutes the entire understanding of the parties hereto. DTA shall be entitled to no other benefits than those specified herein. No changes, amendments, or alterations shall be effective unless in writing and signed by both parties. DTA specifically acknowledges that in entering into and executing this Agreement, DTA relies solely upon the provisions contained in this Agreement and no others.

**9. Non-Assignment of Agreement**

Inasmuch as this Agreement is intended to secure the specialized services of DTA, DTA may not assign, transfer delegate or sublet any interest therein without the prior written consent of County and any such assignment, transfer, delegation or sublease without the County's prior written consent shall be considered null and void.

**10. Law Governing and Venue**

This Agreement has been executed and delivered in the State of California, and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. All duties and obligations of the parties created hereunder are performable in San Luis Obispo County, and such County shall be the venue for any action, or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

**11. Enforceability**

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the

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provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

**12. Employment Status**

DTA shall, during the entire term of this Agreement, be construed to be an independent contractor and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which DTA performs the services which are the subject matter of this Agreement; provided always however that the services to be provided by DTA shall be provided in a manner consistent with all applicable standards and regulations governing such services.

DTA understands and agrees that DTA's personnel are not and will not be eligible for membership in or any benefits from any County group plan for hospital, surgical or medical insurance or for membership in any County retirement program or for paid vacation, paid sick leave, or other leave, with or without pay or any other benefit which accrues to a County employee.

**13. Warranty of Contractor**

DTA warrants that DTA and each of the personnel employed or otherwise retained by DTA are properly certified, licensed and insured under the laws and regulations of the State of California to provide the special services herein agreed to.

**14. Indemnification**

DTA shall defend, indemnify and hold harmless the County, its officers and employees from all claims, demands, damages, costs, expenses, judgments, attorney fees, liabilities or other losses that may be asserted by any person or entity, including DTA, and that arise out of or are made in connection with the negligent acts or omissions, or willful misconduct, of DTA in the performance of any duty, obligation, or work hereunder. The obligation to indemnify shall be effective and shall extend to all such claims and losses, in their entirety, even when such claims or losses are brought by the comparative negligence of the County, its officers and employees. However, this

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indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of the County, its officers and employees.

The preceding paragraph applies to any theory of recovery relating to said act or omission, including, but not limited to the following:

- (a) Violation of statute, ordinance, or regulation.
- (b) Professional malpractice.
- (c) Willful, intentional or other wrongful acts, or failures to act.
- (d) Negligence or recklessness.
- (e) Furnishing of defective or dangerous products.
- (f) Premises liability.
- (g) Strict Liability.
- (h) Inverse condemnation.
- (i) Violation of civil rights.
- (j) Violation of any federal or state statute, regulation, or ruling resulting in a determination by the Internal Revenue Service, California Franchise Tax Board or any other California public entity responsible for collecting payroll taxes, when DTA is not an independent contractor.

It is the intent of the parties to provide the County the fullest indemnification, defense, and "hold harmless" rights allowed under the law. If any word(s) contained herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this Agreement and the remaining language shall be given full force and effect.

**15. Insurance**

DTA, at its sole cost and expense, shall purchase and maintain the insurance policies set forth below on all of its operations under this Agreement. Such policies shall be maintained for the full term of this Agreement and the related warranty period (if applicable) and shall provide products/completed operations coverage for four (4) years following completion of DTA's work under this Agreement and acceptance by the County. Any failure to comply with reporting provision(s) of the policies referred to above shall not affect coverage provided to the County, its officers, employees, volunteers and agents. For purposes of the insurance policies required hereunder, the

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term "County" shall include officers, employees, volunteers and agents of the County of San Luis Obispo, California, individually or collectively.

(a) Minimum Scope and Limits for Required Insurance Policies

The following policies shall be maintained with insurers authorized to do business in the State of California and shall be issued under forms of policies satisfactory to the County:

1. Commercial General Liability Insurance Policy ("CGL")

Policy shall include coverage at least as broad as set forth in Insurance Services Office (herein "ISO") Commercial General Liability coverage (Occurrence Form CG 0001) with policy limits not less than the following:

\$1,000,000 each occurrence (combined single limit);

\$1,000,000 for personal injury liability;

\$1,000,000 aggregate for products-completed operations; and,

\$1,000,000 general aggregate.

The general aggregate limits shall apply separately to DTA's work under this Agreement.

2. Business Automobile Liability Policy ("BAL")

Policy shall include coverage at least as broad as set forth in Insurance Services Office Business Automobile Liability Coverage, Code 1 "Any Auto" (Form CA 0001). This policy shall include a minimum combined single limit of not less than one million (\$1,000,000) dollars for each accident, for bodily injury and/or property damage. Such policy shall be applicable to vehicles used in pursuit of any of the activities associated with this Agreement. DTA shall not provide a Comprehensive Automobile Liability policy that specifically lists scheduled vehicles without the express written consent of County.

3. Workers' Compensation and Employer's Liability Insurance Policy ("WC/EL")

This policy shall include at least the following coverages and policy limits:

i. Workers' Compensation insurance as required by the laws of the State of California; and

ii. Employer's Liability Insurance Coverage B with coverage amounts not less than one million (\$1,000,000) dollars each accident/Bodily Injury

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(herein "BI"); one million (\$1,000,000) dollars policy limit BI by disease;  
and one million (\$1,000,000) dollars each employee BI by disease.

4. PROFESSIONAL LIABILITY INSURANCE POLICY ("PL")

This policy shall cover damages, liabilities, and costs incurred as a result of Contractor's professional errors and omissions or malpractice. This policy shall include a coverage limit of at least One-Million Dollars (\$1,000,000) per claim, including the annual aggregate for all claims (such coverage shall apply during the performance of the services under this Agreement and for two (2) years thereafter with respect to incidents which occur during the performance of this Agreement). Contractor shall notify the County if any annual aggregate is eroded by more than seventy-five percent (75%) in any given year.

(b) Deductibles and Self-Insurance Retentions

Any deductibles and/or self-insured retentions which apply to any of the insurance policies referred to above shall be declared in writing by DTA and approved by the County before work is begun pursuant to this Agreement. At the option of the County, DTA shall either reduce or eliminate such deductibles or self-insured retentions as respect the County, its offices, employees, volunteers and agents, or shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and/or defense expenses.

(c) Endorsements

All of the following clauses and endorsements, or similar provisions, are required to be made a part of the insurance policies indicated in parentheses below:

1. A "Cross Liability", "Severability of Interest" or "Separation of Insureds" clause (CGL & BAL);
2. The County of San Luis Obispo, its officers, employees, volunteers and agents are hereby added as additional insureds with respect to all liabilities arising out of DTA's performance of work under this Agreement (CGL & BAL);
3. If the insurance policy covers an "accident" basis, it must be changed to "occurrence" (CGL & BAL);
4. This policy shall be considered primary insurance with respect to any other valid and collectible insurance County may possess, including any self-insured retention County may have, and any other insurance County

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does possess shall be considered excess insurance only and shall not be called upon to contribute to this insurance (CGL & BAL);

5. Except for ten (10) days notice for non-payment of premium, no cancellation or non-renewal of this policy, or reduction of coverage afforded under the policy, shall be effective until written notice has been given at least thirty (30) days prior to the effective date of such reduction or cancellation to County at the address set forth below (CGL, BAL & WC/EL);
6. The DTA and its insurers shall agree to wave all rights of subrogation against the County, its officers, employees, volunteers and agents for any loss arising under this Agreement (CGL); and
7. Deductibles and self-insured retentions must be declared (All Policies).

(d) **Absence of Insurance Coverage**

County may direct DTA to immediately cease all activities with respect to this Agreement if it determines that DTA fails to carry, in full force and affect, all insurance policies with coverages at or above the limits specified in the Agreement. Any delays or expense caused due to stopping of work and change of insurance shall be considered DTA's delay and expense. At the County's discretion, under conditions of lapse, the County may purchase appropriate insurance and charge all costs related to such policy to DTA.

(e) **Proof of Insurance Coverage and Coverage Verification**

Prior to commencement of work under this Agreement, and annually thereafter for the term of this Agreement, DTA, or each of DTA's insurance brokers or companies, shall provide County a current copy of a Certificate of Insurance, on an Accord or similar form, which includes complete policy coverage verification, as evidence of the stipulated coverages. All of the insurance companies providing insurance for DTA shall have, and provide evidence of, a Best Rating Service rate of A VI or above. The Certificate of Insurance and coverage verification and all other notices related to cancellation or non-renewal shall be mailed to: Dana Lilley, Supervising Planner, Department of Planning and Building, County Government Center, San Luis Obispo, CA 93408

**16. Records**

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- a. DTA shall keep complete and accurate records for the services performed pursuant to this Agreement and any records required by law or government regulation and shall make such records available to County upon request.
- b. DTA shall assure the confidentiality of any records that are required by law to be so maintained.
- c. DTA shall prepare and forward such additional or supplementary records as County may reasonably request.

**17. Ownership of Documents**

Notwithstanding the above, all computer financial models including without limitation compilations of formulas and spreadsheet models used or developed by DTA in performing its work are proprietary and shall remain property owned solely by DTA.

**18. Notices**

Unless otherwise provided, all notices herein required shall be in writing, and delivered in person or sent by United States first class mail, postage prepaid. Notices required to be given to the County shall be addressed as follows: Victor Holanda, AICP, Director, Department of Planning and Building, County of San Luis Obispo, County Government Center, San Luis Obispo, CA 93408. Notices required to be given to DTA shall be addressed as follows: David Taussig, AICP, President, David Taussig and Associates, Inc., 1301 Dove Street, Suite 600, Newport Beach, CA 92660. Provided that any party may change such address by notice in writing to the other parties and thereafter notices shall be transmitted to the new address.

**18. Cost Disclosure - Documents and Written Reports**

Pursuant to Government Code section 7550, if the total cost of this Agreement is over \$5,000, DTA shall include in all final documents and in all written reports submitted a written summary of costs, which shall set forth the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of such document or written report. The contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**APPROVED AS TO FORM AND LEGAL EFFECT:**

James B. Lindholm, Jr.  
County Counsel  
By: [Signature]  
Deputy County Counsel  
Date: 3.23.06

**COUNTY OF SAN LUIS OBISPO**

By: \_\_\_\_\_  
Chairman of the Board of Supervisors

Approved by the Board of Supervisors on \_\_\_\_\_, 2006

ATTEST:  
\_\_\_\_\_  
Clerk of the Board of Supervisors

**DAVID TAUSSIG AND ASSOCIATES, INC.**  
A California Corporation

By: [Signature]  
David Taussig, President, CEO

Date: 3/24/06

By: [Signature]  
Cecily Burke, Vice President

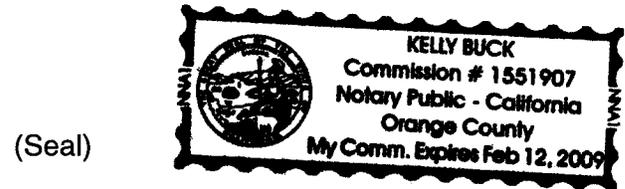
Date: 3/22/06

State of California  
County of Orange

On March 22, 2006 before me,  
Kelly Buck  
personally appeared David Taussig  
& Cecily Burke personally  
known to me (or proved to me on the basis  
of satisfactory evidence) to be the person(s)  
whose name(s) is/are subscribed to the  
within instrument and acknowledged to me  
that he/she/they executed the same in  
his/her/their authorized capacity(ies), and  
that by his/her/their signature(s) on the  
instrument the person(s), or the entity upon  
behalf of which the person(s) acted,  
executed the instrument.

WITNESS my hand and official seal.

Signature [Signature] B-11



## Exhibit A: Scope of Work

### Part A. Willow Road Project Financing Plan

#### Task 1: Review and confirm costs and phasing for the Financing Plan

Evaluate the inventory of infrastructure for each type of public improvement to be included in the Financing Plan. This will involve the following:

- Review information provided by the County and its consultants regarding existing and recommended future infrastructure improvements under the Project.
- Review infrastructure phasing schedule provided by the County and its consultants.
- Review facilities cost information provided by the County and other consultants.
- Meet with County staff to discuss modifications to phasing and costs.

**Deliverable:** Information gathered and evaluated on infrastructure costs and phasing will be included in the Financing Plan analysis covered under Tasks 2 through 6, below.

#### Task 2. Summarize Infrastructure cost and phasing data

Prepare a matrix table which lists the cost of Financing Plan infrastructure for each year in 2006 dollars through buildout of the Financing Plan, by type of facility, based on phasing needs determined under Task 1.

**Deliverable:** A projection of recurring infrastructure costs by year through buildout of the Financing Plan. Costs will be shown separately for each type of facility.

#### Task 3. Allocate costs

For existing and new development, forecast average household size and residential dwelling unit data by land use category, as well as commercial/industrial acreage and anticipated employment, based on data provided by County and other sources. Apportion costs of infrastructure included in the Financing Plan between existing and new development, based on benefit criteria (e.g., vehicle trip ends). Prepare two summary tables allocating infrastructure costs of each year to existing and new development.

Based on this apportionment, calculate the appropriate infrastructure cost for existing and new single family and multi-family dwelling units, as well as per acre or per building square foot for existing and new retail, office, industrial and other types of commercial/industrial development.

**Deliverable:** A list of total infrastructure costs, by facility type, for each land use category for new and existing development. The figures for new development would be comparable to the amounts charged to new development under a development impact fee program, although DTA would not be preparing an official AB1600 Fee Justification Study under this Scope of Work.

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**Task 4. Identify funding alternatives for infrastructure improvements**

Prepare a qualitative and summary quantitative analysis of the various fee programs and land-secured public financing mechanisms available and evaluate the feasibility of their use to finance the Financing Plan improvements. Then prepare a quantitative analysis of one or more selected mechanisms that determines both (i) the potential proceeds to finance infrastructure and (ii) the financing burdens that would be placed on property owners or service users. The potential proceeds analysis shall consider the funds available with each year of construction. The fee and land-secured financing programs to be qualitatively evaluated include pay-as-you-go financing, community facility districts, assessment districts, revenue bonds, tax allocation bonds, certificates of participation, bond pooling mechanisms, and available federal and state grants and loans.

**Deliverable:** Three matrices which summarize the recommended funding alternatives. The first matrix will list all public improvements by major facility category, estimated facility costs by facility category, and recommended level of funding by each financing mechanism for each facility category. The second matrix will include computations of annual or total financing burdens (e.g., fee levels or special tax levels) assigned to each land use type under each recommended financing mechanism. The third matrix will show the phasing relationship between the costs of the improvements and the sources of financing.

**Task 5. Prepare Financing Plan**

Prepare written Financing Plan, which will contain a detailed discussion and analysis of the assumptions, methodology and findings of the infrastructure financing analysis discussed under Tasks 1 – 4. DTA shall complete and submit the draft Financing Plan within 5 weeks after receiving from County as described in Tasks 1 – 4 above.

**Task 6. Meetings for Financing Plan**

Present information regarding the Financing Plan at up to three meetings with County staff, as well as one meeting to participate in presentation to County Board of Supervisors.

**Part B. Fiscal Impact Report**

**Task 1. Determine operations and maintenance service levels**

Review data from County and assist County staff in determining the operations and maintenance (O&M) levels required for each type of public improvement proposed under the Financing Plan. DTA's research shall involve the following:

- Review existing County budget indicating recommended infrastructure and O&M service levels for each type of public improvement and public service required under the Financing Plan. This would include data such as quantification of

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proposed facilities (e.g., road lane miles, etc.) and service program levels (e.g., maintenance costs per road lane mile, etc.) and estimated costs for each.

- As necessary, conduct case study interviews with County department staff in order to review issues related to proposed O&M service levels. County staff shall establish the baseline levels of service by type of infrastructure (e.g., roadway resurfacing, maintenance schedule; annual cost per lane mile).

If necessary, utilize DTA's database of service and program levels that have been adopted by other public agencies to assist County staff in their decision making process.

**Deliverable:** Information gathered and evaluated on levels of services for O&M will be included in the Fiscal Impact Report (FIR) analysis included under Task 2.

**Task 2. Annual O&M costs and revenues**

Based on the cost assumptions and service level findings from Task 1, project the fiscal impacts to the County resulting from the implementation of the Financing Plan. The analysis will estimate the recurring fiscal impacts from the provision of public services and O&M of public facilities included within the Financing Plan. In order to determine annual costs, DTA shall integrate per unit cost assumptions and case study input received under Task 1 with infrastructure phasing requirements. All infrastructure phasing requirements shall be provided by other subconsultants.

**Deliverable:** A projection of recurring costs by year and at buildout. Recurring County costs will be shown separately for each type of service.

**Task 3. Identify O&M funding options**

Based on the findings under Task 2, DTA shall identify potential planning or other measures for mitigating any fiscal imbalance, such as a Community Facilities District, a Community Services District, Landscape and Lighting District, or other funding options.

**Deliverable:** A summary table listing the projected recurring costs for O&M services in the Financing Plan on a year-to-year basis.

**Task 4. Prepare Fiscal Impact Analysis Report**

Prepare a written Fiscal Impact Report (FIR), which will contain a detailed discussion and analysis of the assumptions, methodology, and findings of the cost analysis prepared under Tasks 1-3.

**Task 5. Attend meetings to present and discuss the FIR**

Present information regarding the FIR at up to three meetings with County staff, as well as one meeting to participate in presentation to the County Board of Supervisors. These four meetings will occur at the same time as the four meetings scheduled for the Financing Plan under Part A above.

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