

## **AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made and entered into this 4<sup>TH</sup> day of FEBRUARY, 2019, by and between the City of Merced, a California Charter Municipal Corporation, whose address of record is 678 West 18<sup>th</sup> Street, Merced, California 95340, (hereinafter referred to as “City”) and Economic and Planning Systems, Inc., a California Corporation, whose address of record is 400 Capitol Mall, 28th Floor, Sacramento, California 95814 (hereinafter referred to as “Consultant”).

WHEREAS, City is undertaking a project to prepare a 5-year update of the City’s Public Facilities Financing Plan and Impact Fee Program (the “Project”); and

WHEREAS, Consultant represents that it possesses the labor and professional skills and expertise to provide economic consulting services in connection with said Project.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants hereinafter recited, hereby agree as follows:

1. **SCOPE OF SERVICES.** The Consultant shall furnish the following services: Consultant shall provide the services described in Exhibit “A” attached hereto.

No additional services shall be performed by Consultant unless approved in advance in writing by the City, stating the dollar value of the services, the method of payment, and any adjustment in contract time. All such services are to be coordinated with City and the results of the work shall be monitored by the Director of Development Services or his designee. However, the means by which the work is accomplished shall be the sole responsibility of the Consultant.

2. **TIME OF PERFORMANCE.** All of the work outlined in the Scope of Services shall be completed in accordance with the Schedule outlined in Exhibit “B” attached hereto and incorporated herein by reference. By mutual agreement and written addendum to this Agreement, the City and the Consultant may change the requirements in said Schedule.

3. **RESERVED.**

4. **COMPENSATION.** Payment by the City to the Consultant shall be made monthly in proportion to the services based on time and materials specified in the fixed fee, for work satisfactorily performed within each phase. For Consultant's services rendered under this Agreement, City shall pay Consultant the not to exceed sum of Eighty-Five Thousand Dollars (\$85,000.00).

5. **METHOD OF PAYMENT.** Compensation to Consultant shall be paid by the City after submission by Consultant of an invoice delineating the services performed.

6. **RECORDS.** It is understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Consultant relating to the matters covered by this Agreement shall be the property of the City, and Consultant hereby agrees to deliver the same to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use.

7. **CONSULTANT'S BOOKS AND RECORDS.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the City.

8. **INDEPENDENT CONTRACTOR.** It is expressly understood that Consultant is an independent contractor and that its employees shall not be employees of or have any contractual relationship with the City. Consultant shall be responsible for the payment of all taxes, workers' compensation insurance and unemployment insurance. Should Consultant desire any insurance protection, the Consultant is to acquire same at its expense.

In the event Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City,

Consultant shall indemnify, protect, defend, and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

9. INDEMNITY. Consultant shall indemnify, protect, defend (with legal counsel selected by the City), save and hold City, its officers, employees, and agents, harmless from any and all claims or causes of action for death or injury to persons, or damage to property resulting from intentional or negligent acts, errors, or omissions of Consultant or Consultant's officers, employees, volunteers, and agents during performance of this Agreement, or from any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct, negligent acts, or omissions of Consultant or its employees, subcontractors, or agents, or by the quality or character of Consultant's work, or resulting from the negligence of the City, its officers, employees, volunteers and agents, except for loss caused by the sole negligence or willful misconduct of the City or its officers, employees, volunteers or agents. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall survive the termination of this Agreement and shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

10. INSURANCE. During the term of this Agreement, Consultant shall maintain in full force and effect at its own cost and expense, the following insurance coverage:

a. Workers' Compensation Insurance. Full workers' compensation insurance shall be provided with a limit of at least One Hundred Thousand Dollars (\$100,000) for any one person and as required by law, including Employer's Liability limits of \$1,000,000.00 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the City.

b. General Liability.

- (i) Consultant shall obtain and keep in full force and effect general liability coverage at least as broad as ISO commercial general liability coverage occurrence Form CG 0001.
- (ii) Consultant shall maintain limits of no less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage.
- (iii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects liability arising out of work or operations performed by or on behalf of the Consultant.
- (iv) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Consultant and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.
- (v) Consultant shall maintain its commercial general liability coverage for three (3) years after completion of the work and shall add an additional insured endorsement form acceptable to the City naming the City of Merced, its officers, employees, agents and volunteers for each year thereafter for at least three (3) years after completion of the work. Copies of the annual renewal and additional insured endorsement form shall be sent to the City within thirty (30) days of the annual renewal.

c. Automobile Insurance.

- (i) Consultant shall obtain and keep in full force and effect an automobile policy of at least One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
- (ii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects automobiles owned, leased, hired or borrowed by the Consultant.

- (iii) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Consultant and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.

d. Professional Liability Insurance. Consultant shall carry professional liability insurance appropriate to Consultant's profession in the minimum amount of One Million Dollars (\$1,000,000). Architects and engineers' coverage is to be endorsed to include contractual liability.

e. Qualifications of Insurer. The insurance shall be provided by an acceptable insurance provider, as determined by City, which satisfies all of the following minimum requirements:

- (i) An insurance carrier admitted to do business in California and maintaining an agent for service of process within this State; and,
- (ii) An insurance carrier with a current A.M. Best Rating of A:VII or better (except for workers' compensation provided through the California State Compensation Fund).

f. Certificate of Insurance. Consultant shall complete and file with the City prior to engaging in any operation or activity set forth in this Agreement, certificates of insurance evidencing coverage as set forth above and which shall provide that no cancellation or expiration by the insurance company will be made during the term of this Agreement, without thirty (30) days written notice to City prior to the effective date of such cancellation—including cancellation for nonpayment of premium.

g. Notwithstanding any language in this Agreement to the contrary, Consultant shall be entitled to be paid pursuant to the terms of this Agreement until Consultant has obtained the insurance required by this Section 10 and provided documentation of said insurance to the City. In addition to any other remedies City may have, City reserves the right to withhold payment if Consultant's insurance policies are not current.

11. ASSIGNABILITY OF AGREEMENT. It is understood and agreed that this Agreement contemplates personal performance by the Consultant and is

based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express written consent of the City.

12. **TERMINATION FOR CONVENIENCE OF CITY.** The City may terminate this Agreement any time by mailing a notice in writing to Consultant that the Agreement is terminated. Said Agreement shall then be deemed terminated, and no further work shall be performed by Consultant. If the Agreement is so terminated, the Consultant shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.

13. **CONFORMANCE TO APPLICABLE LAWS.** Consultant shall comply with its standard of care regarding all applicable Federal, State, and municipal laws, rules and ordinances. No discrimination shall be made by Consultant in the employment of persons to work under this contract because of race, color, national origin, ancestry, disability, sex or religion of such person.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 U.S.C.A. 1101 *et seq.*), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any agency or instrumentality of the federal or state government, including the courts, impose sanctions against the City for such use of unauthorized aliens, Consultant hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the City in connection therewith.

14. **WAIVER.** In the event that either City or Consultant shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other covenant, condition or obligation. Waiver shall not be deemed effective until and unless signed by the waiving party.

15. **INCONSISTENT OR CONFLICTING TERMS IN AGREEMENT AND EXHIBITS.** In the event of any contradiction or inconsistency between any attached document(s) or exhibit(s) incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control.

Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the City are not binding upon the City unless specifically agreed to in writing, and initialed by the authorized City representative, as to each additional contractual term or condition.

16. **AMBIGUITIES.** This Agreement has been negotiated at arms' length between persons knowledgeable in the matters dealt with herein. Accordingly, any rule of law, including, but not limited to, Section 1654 of the Civil Code of California, or any other statutes, legal decisions, or common-law principles of similar effect, that would require interpretation of any ambiguities in this Agreement against the party that drafted this Agreement is of no application and is hereby expressly waived.

17. **VENUE.** This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this agreement shall be held exclusively in a state court in the County of Merced.

18. **AMENDMENT.** This Agreement shall not be amended, modified, or otherwise changed unless in writing and signed by both parties hereto.

19. **INTEGRATION.** This Agreement constitutes the entire understanding and agreement of the parties and supersedes all previous and/or contemporaneous understanding or agreement between the parties with respect to all or any part of the subject matter hereof.

20. **AUTHORITY TO EXECUTE.** The person or persons executing this Agreement on behalf of the parties hereto warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of their entity and has/have the authority to bind their party to the performance of its obligations hereunder.

21. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts with each counterpart being deemed an original. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterparts executed by the other parties hereto are in the physical possession of the party or parties seeking enforcement thereof.

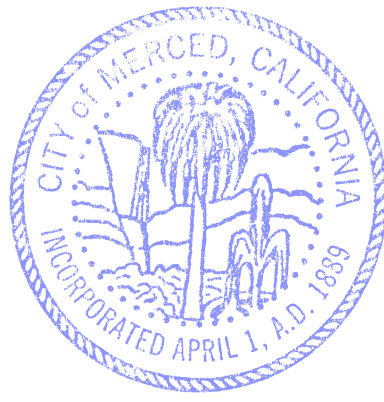
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

CITY OF MERCED  
A California Charter Municipal  
Corporation

BY: [Signature]  
City Manager

ATTEST:  
STEVE CARRIGAN, CITY CLERK

BY: [Signature]  
Assistant/Deputy City Clerk



APPROVED AS TO FORM:

BY: [Signature] 1-15-19  
City Attorney Date

300822 PO# 133217  
ACCOUNT DATA:

BY: [Signature]  
Verified by Finance Officer v-13549  
Funds available. ms 1/22/19  
017-0804-512-17-00 FL 1/22/19  
\$85,000.00



CONSULTANT  
ECONOMIC AND PLANNING  
SYSTEMS, Inc.,  
A California Corporation

BY:   
Signature

Jason Moody  
Print Name

Managing Principal  
Title

BY:   
Signature

DARIN SMITH  
Print Name

MANAGING PRINCIPAL  
Title

Taxpayer I.D. No. 94-3056856

ADDRESS: 400 Capitol Mall, 28<sup>th</sup> Floor  
Sacramento, CA 95814

TELEPHONE: (916) 649-8010

FAX: \_\_\_\_\_

E-MAIL: jmoody@epsys.com  
rpowell@epsys.com

**Exhibit A**  
**Scope of Work**  
**Public Facilities Financing Plan & Impact Fee Program Update**

---

**Task 1: Organize Staff and Consultant Resources**

***Task 1A: Project Kick-Off Meeting and Organization/Adjust Project Scope of Work as Needed***

EPS will meet with City staff to (1) review and understand the development process of the Plan and Fee Program, (2) discuss roles and expectations, (3) establish communication protocols for information sharing and future discussions, and (4) provide applicable planning documents to the selected consultant.

The intent of this kick-off meeting with the City is to review the previous Plan and Fee Program and discuss the expected work product, the Scope of Work, project schedule, invoicing protocol, stakeholder outreach strategy, staff and City Council workshops, and implementation approach. EPS will discuss data gathering protocol with City staff and establish expectations. EPS will establish contact priorities between EPS consultants and City staff.

Task 1A Meetings

*Staff Meeting 1: Discuss findings from a review of documents, refine Scope of Work, discuss project schedule, and discuss protocol for information sharing and future discussions.*

Task 1A Deliverables

*Deliverable 1: Response to RFP.*

***Task 1B: Review Existing Financing Plan and Fee Ordinances/Recommendations for Improvements and Updates***

EPS will have reviewed the City's 2012 Public Facilities Financing Plan and Public Facilities Impact Fee Program and will make recommendations on improvements/changes in methodology or approach. For examples, the City's impact fee program currently uses the concept of "dwelling unit equivalents" (DUEs) in fee calculations, and the City's fees are citywide fees with no "Zones of Benefit" or different fees for infill areas. EPS will review and outline possible benefits or disadvantages to using different methodologies and having the consultants make a recommendation on the best possible approach for the City to use.

EPS will evaluate whether certain Plan elements benefit certain geographical areas of the City, which may best be served in adopting a Zones of Benefit analysis. EPS will also evaluate certain development types to determine if special conditions should be established for Fee Program analysis, such as infill projects and job-creating development prototypes.

EPS will review current DUE assumptions to determine if adjustments should be made to some or all DUE assumptions.

**EXHIBIT A**

Task 1B Deliverables

*Deliverable 2: Report on existing plan/ordinance and recommendations on methodologies.*

**Task 1C: Review Existing City Infrastructure Plans and Documents**

EPS will review City plans and documents to provide an evaluation of the City's future public facility and infrastructure needs for the 20-Year time frame of the Plan within the City's Sphere of Influence (SOI), including these:

1. Merced Vision 2030 General Plan
2. 2012 Public Facilities Financing Plan and Public Facilities Impact Fee Program
3. 2013 Bicycle Transportation Plan
4. 2018 Fire Services Standards of Coverage
5. 2004 Parks and Open Space Master Plan
6. Central Police Station Needs Assessment (if available)
7. Active Transportation/Safe Routes to School Plan (if available)
8. Other studies/reports as determined by the City

Task 1C Deliverables

*Deliverable 3: Memorandum summarizing City plans/documents and identified public facilities/infrastructure needs.*

**Task 2: Draft Evaluation of City's Public Facilities Needs for 20-Year Time Frame**

**Task 2A: Update Assumptions and Growth Projections**

EPS will update the assumptions used in the Plan, including level-of-service standards, population, and employment projections over the 20-year life of the Plan, DUEs (if applicable), peak-hour trips, document existing deficiencies, and other assumptions, based on EPS's review of documents in **Task 1** and corresponding recommendations. A summary will be provided for discussions with the Focus Group.

EPS will review development approvals and the status of all planned development projects. EPS will review new development and land uses that have occurred recently to assess potential absorption rates for new development for the 20-year study period.

Task 2A Deliverables

*Deliverable 4: Memorandum summarizing updated assumptions and growth projections.*

**Task 2B: Update Project List (including Costs and Phases)**

EPS will update the project list of needed public facilities to be included in the Plan and Fee Program for the 20-year time frame with the City's SOI. After the draft project list is developed, EPS will develop for each project: (1) updated detailed project cost estimates in today's dollars, (2) proposed construction schedules in 5-year increments, and (3) defined project parameters. This review should include the possible inclusion of projects that were previously included in the now-repealed Regional Transportation Impact Fee (RTIF) program, public arts projects, and other projects.

EPS will work with City staff to update the project list of needed public facilities, to establish project costs, and, where needed, will use established cost parameters for public facilities EPS has developed for other similar projects. EPS will work with City staff to establish estimated work schedules for all identified projects to determine overall construction funding needs in 5-year increments. EPS will work with City staff to establish project parameters. Sizing of public facilities, such as fire stations, will be based on current City standards.

#### Task 2B Deliverables

*Deliverable 5: Memorandum updating project list and associated findings.*

#### **Task 2C: Update Matrix of Recommended Funding Sources**

EPS will update the matrix of recommended funding sources for all proposed projects to be included in the Plan, including the proposed impact fees and other funding sources (i.e., grants, developer construction, road taxes, regional fee programs, etc.).

In identifying the costs of identified projects, EPS will establish costs to be assigned to new development and those costs associated with existing deficiencies. EPS will work with City staff to identify potential funding sources for cost of identified projects associated with the costs of existing deficiencies. EPS will also review and identify other potential funding sources not already identified by City staff.

#### Task 2C Deliverables

*Deliverable 6: Memorandum updating matrix of recommended funding sources.*

#### **Task 2D: Draft Impact Fee Schedule**

EPS will prepare the calculations and a draft fee schedule for the Fee Program. Using the findings from **Tasks 1** and **2**, EPS will perform the following work:

- » **Review/Revise DUE Factors.** Development impact fees typically are based on DUEs for various land uses. DUEs convert the demand for public facilities into similar-measurement units for various land uses. These DUEs measure the demand for facilities generated by each land use type. EPS will use DUEs derived in previous tasks to develop cost allocation methodologies.
- » **Distribute Public Facility Costs by Land Use.** Based on existing and forecasted development developed in previous tasks, EPS will determine the units served that will benefit from the capital improvements proposed for each fee component. The public facility costs then are allocated to each land use, based on the relative demand for or benefit from each public facility component. As such, a cost-per-unit-served is established.
- » **Apply DUE Factors to Determine the Fee.** The DUE factors multiplied by the cost-per-unit-served will establish the development impact fee by land use.
- » **Incorporate an Administrative Fee Component.** The City will include an administrative cost component to the fee, which will allow the City to recover administrative costs in administering the fee program.

In this task, EPS will use the findings of previous tasks to prepare tables allocating costs of capital facilities to estimated new development, taking into consideration any existing deficiencies in capital facilities required to serve existing development. To ensure the defensibility of a Nexus Study, EPS will identify any existing deficiencies in capital facilities to ensure only capital facility costs required to serve new development are used to calculate the development impact fee.

The City does not offer impact fee reductions for such projects as affordable housing, infill development, job creation, etc. EPS will review potential opportunities to offer impact fee reductions for affordable housing, infill development, and job-creating land uses. EPS will try to identify other offsetting revenue sources for any proposed fee program reductions. EPS will prepare an analysis of potential advantages and disadvantages of such discounts and provide a recommendation for their use as part of this task.

#### Task 2D Deliverables

*Deliverable 7: Memorandum presenting the Draft Impact Fee Schedule.*

### **Task 3: Focus Group Meetings**

#### **Task 3A: Prepare Information for Focus Group Meetings**

The original adoption and previous major revisions to the Public Facilities Financing Plan involved the input of a task force or focus group. With this update, the City anticipates forming a Focus Group with approximately 12 to 15 members, including representatives from the local building industry, local business owners, local engineers, and other interested citizens, along with representatives from the Planning Commission and City Council (no more than 2 members from each to avoid Brown Act concerns). City staff likely will take a leadership role in conducting the Focus Group meetings, but EPS will need to prepare materials to be reviewed by the Focus Group. An optional task should be included in the proposed budget for EPS to design and host the Focus Group meetings.

EPS will prepare all required information in support of Focus Group meetings, including printed materials and PowerPoint presentations. EPS will attend up to **five** Focus Group meetings, as determined by City staff.

#### Task 3A Deliverables

*Deliverable 8: Prepare all proposed presentation materials for all Focus Group meetings.*

#### **Task 3B: Conduct Focus Group Meetings**

As indicated above, City staff likely will take the leadership role in conducting these Focus Group meetings. It is estimated that no more than 12 to 15 Focus Group meetings should be necessary, but previous efforts have taken as few as 8 meetings. Several meetings are expected to focus on the work products produced in **Task 2** above. If the City conducts the meetings, summaries shall be provided to EPS.

As stated in **Task 3A**, EPS will attend up to **five** Focus Group meetings.

Task 3B Deliverables

*Deliverable 9: Prepare all proposed presentation materials for all Focus Group meetings.*

**Task 3C: Prepare Survey of Other Jurisdictions**

EPS shall prepare a Survey of Impact Fees from Other Jurisdictions (to be determined by City staff) for comparison with the proposed City Impact Fees. Previous survey efforts by City staff have shown fee calculations for sample projects illustrating the different land use categories, including single-family residential, multifamily residential, retail, office, and industrial. City staff will work with EPS to design the survey to suit the City's needs.

EPS will prepare fee comparisons for up to **six** jurisdictions identified by City staff and for all land uses. EPS will also prepare a feasibility analysis (where possible) for all fee comparisons.

Task 3C Deliverables

*Deliverable 10: Memorandum summarizing survey of impact fees for other jurisdictions.*

**Task 3D: Media Coverage and Web Site**

EPS will draft a press release to inform local residents about the planning efforts to be undertaken. EPS will provide information and materials for the City's Web site ([www.cityofmerced.org](http://www.cityofmerced.org)). These materials will include text, photographs, maps, renderings, and other images for the Web site to explain the planning process.

Task 3C Deliverables

*Deliverable 11: Prepare press releases and Web site materials.*

**Task 4: Prepare First Draft Plan and Impact Fee Ordinance**

**Task 4A: Prepare First Draft of Plan**

Based on input and recommendations from the Focus Group and using the same general format as the 2012 Public Facilities Financing Plan, EPS will prepare an administrative draft Plan (including the Fee Program Report [NEXUS Report, based on Assembly Bill (AB) 1600]), all maps and illustrations, tables, project detail sheets, and other appendices for City staff review. After City staff review, a Draft Plan will be prepared. The Draft Plan will be presented in hard copy and digital format and posted to the City's Web site.

Task 4A Deliverables

*Deliverable 12: Administrative Draft Plan.*

*Deliverable 13. First Draft Plan.*

**Task 4B: Prepare First Draft Fee Ordinance**

EPS will prepare an administrative draft Fee Ordinance for City staff review. After City staff review, a Draft Fee Ordinance will be prepared. The Draft Fee Ordinance will be presented in hard copy and digital format and posted to the City's Web site.

Task 4B Deliverables

*Deliverable 14: Administrative Draft Fee Ordinance.*

**Task 5: Present Draft Plan and Fee Ordinance to Public and Stakeholders**

***Task 5A: Host Public Workshops to Present Draft Plan/Fee Ordinance***

A minimum of two public workshops, perhaps in the form of joint Planning Commission/City Council study sessions, shall be conducted as part of the project. EPS will design and conduct up to **three** workshops. The City will take care of finding suitable locations, scheduling, and sending out invitations to these workshops. EPS will summarize the findings of each workshop for EPS's use. The first workshop will present the Draft Plan and Fee Ordinance, including the draft project list, draft fee schedule, and survey of other jurisdictions.

Task 5A Deliverables

*Deliverable 15: Prepare materials for public workshops and conduct up to three workshops.*

***Task 5B: Host Joint Planning Commission/City Council Study Session on Draft Plan and Fee Ordinance***

EPS will participate in up to **three** workshops, as discussed in **Task 5A**.

Task 5B Deliverables

Included in **Task 5A**.

***Task 5C: Media Coverage and Web Site***

EPS will provide services discussed in **Task 3D**.

Task 5C Deliverables

*Deliverable 16: Press releases and Draft Plan/Fee Ordinance, including digital copies.*

**Task 6: Second Draft Plan and Impact Fee Ordinance**

***Task 6A: Second Draft Plan and Fee Ordinance and Draft Administrative Policy***

After making revisions based on comments on the first draft, EPS will prepare the Second Draft for presentation at one final workshop before adoption. The Second Draft will be provided in hard copy and digital format. This task will include preparation of any revisions to the Public Facilities Impact Fee Administrative Policy, including credits and reimbursements, deferral policies, definitions, exemptions, etc.

Task 6A Deliverables

*Deliverable 17: Second Draft Plan/Fee Ordinance/Administrative Policy (digital and hard copy forms).*

***Task 6B: Final Public Workshop Before Public Hearings***

EPS will present the Second Draft at a final public workshop to include all past participants in the process.

Task 6B Deliverables

*Deliverable 18: Presentation at final workshop.*

**Task 7: Public Hearings to Consider Adoption of the New Plan and Fee Ordinance**

**Task 7A: Planning Commission Public Hearing to Recommend Adoption of Plan/Ordinance**

After preparing the Final Draft Plan and Fee Ordinance (to be provided both in hard copy and digital format), EPS will plan on attending this meeting and presenting the Draft Ordinance to the Planning Commission at a public hearing. City staff will prepare the staff report and resolution and work with City Attorney staff on final ordinance language.

Task 7A Deliverables

*Deliverable 18: Final Ordinance for adoption and Planning Commission presentation.*

**Task 7B: City Council Public Hearing to Recommend Adoption of Plan/Ordinance**

EPS will attend this meeting and present the Plan and Fee Ordinance to the City Council at a public hearing. City staff will prepare the staff report and resolution and work with City Attorney staff on final ordinance language, but EPS may need to make some changes to the project based on the Planning Commission recommendation.

Task 7B Deliverables

*Deliverable 19: Presentation at City Council.*

**Task 7C: Distribution and Posting of Completed Plan/Ordinance**

The City will post the final Plan/Ordinance online and distribute it to interested parties.



City of Merced PFFP and DIF Program Update  
 Estimated Schedule

Task/Description	February 2019	March 2019	April 2019	May 2019	June 2019	July 2019	August 2019	September 2019
Task 1: Organize Staff and Consultant Services		■						
Task 2: Draft Evaluation of City's Public Facilities Needs for 20-Year Time Frame		■	■					
Task 3: Focus Group Meetings			■	■	■	■		
Task 4: Preparation of First Draft Public Facilities Financing Plan and Impact Fee Ordinance		■	■	■	■	■		
Task 5: Presentation of Draft Financing Plan and Fee Ordinance to Public and Stakeholders						■	■	
Task 6: Second Draft Public Facilities Financing Plan and Impact Fee Ordinance							■	■
Task 7: Public Hearings to Consider Adoption of the New Facilities Plan and Fee Ordinance								■

*schedule*

**EXHIBIT B**