



CITY OF DEL REY OAKS

Staff Report

DATE: May 21, 2024

TO: Honorable Mayor and City Council

FROM: John Guertin, City Manager

SUBJECT: Approve Bid Award for a Comprehensive Fee Study

CEQA: This action does not constitute a "project" as defined by the California Environmental Quality Act (CEQA) guidelines section 15378 as it is an administrative activity of the City that will not result in direct or indirect physical changes in the environment.

Recommendation

Approve bid award and authorize the City Manager to execute a contract in an amount not-to-exceed \$20,000 with ClearSource Financial Consulting for a comprehensive update of the City's Master Fee Schedule.

Discussion

The City currently maintains a Master Fee Schedule of all the fees the City charges for various services. The City is a local government agency and as such is not in the practice to make a profit from these charges but, instead, fees are set to reasonably recover City costs.

It is customary for cities to regularly review their fees for appropriateness. It has been a long time since the City of Del Rey Oaks has conducted a comprehensive review of our fees.

Because the City's Master Fee Schedule is long overdue for review and updating, in January, staff recommended to the Council that the City circulate a Request for Proposals (RFP) to hire a qualified consultant to review and recommend changes and potential increases to the fee schedule.

This recommendation was approved, and an RFP was circulated. The City received three qualified bids – ClearSource Financial Consulting, \$19,980; Matrix Consulting Group, \$32,500; and Willdan Financial Services, \$27,600. Staff recommends authorizing the City Manager to execute a contract with ClearSource for the update of the Master Fee Schedule.

Fiscal Impacts

The not-to-exceed amount of \$20,000 will be included in the FY 2024-25 Recommended Budget.

ATTACHMENTS:

- ClearSource Proposal

- Matrix Proposal
- Willdan Proposal

Respectfully Submitted,

John Guertin
City Manager

CITY OF DEL REY OAKS
AGREEMENT FOR COMPREHENSIVE FEE STUDY SERVICES

THIS AGREEMENT ("Agreement") is executed _____, 20____ by and between the CITY OF DEL REY OAKS, a municipal corporation (hereinafter "City"), and ClearSource Financial Consulting (hereinafter "Consultant"), each of which is referred to herein as a "party," and collectively referred to herein as the "parties."

RECITALS

WHEREAS, the City wishes to engage Consultant to perform the services required by this Agreement as City does not have the capability to perform such work;

WHEREAS, Consultant is customarily engaged in the business of providing the services required herein and is willing to provide such services on the following terms and conditions; and

WHEREAS, Consultant represents and warrants it is specially trained, experienced, and competent to perform the services required by this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties hereby covenant and agree as follows:

1. SERVICES

A. **Scope of Services.** Consultant agrees to provide to the City, as the scope of services under this Agreement, the following services: a comprehensive update of the City's Master Fee Schedule. The scope of services are further described in the "Proposal to Perform Consulting Services" attached hereto as Exhibit "A."

B. **Amendment of Services.** The parties may make changes to the scope of services as defined in Section 1.A above. The parties shall agree in writing prior to commencement of any such changes.

2. COMPENSATION

A. **Total Fee.** The City agrees to pay and Consultant agrees to accept as full and fair consideration for the performance of this Agreement **\$19,980**. If the City determines the services set forth in the written invoice have not been performed in accordance with the terms of this Agreement, the City shall not be responsible for payment until the services have been satisfactorily performed.

B. **Invoicing.** Consultant shall submit written invoices to the City. Consultant's invoices shall include a brief description of services performed.

3. AGREEMENT TERM

A. **Term.** The work under this Agreement shall commence at the mutual reasonable agreement of the parties.

B. **Timely Work.** Consultant shall perform all services in a timely fashion. Failure to perform shall be deemed a material breach of this Agreement, and the City may terminate this Agreement with no further liability hereunder, or may authorize, in writing, an extension of time to the Agreement.

4. INDEPENDENT CONSULTANT

A. **Independent Consultant.**

i. Consultant is an independent consultant. This Agreement does not create the relationship of employer and employee, a partnership, or a joint venture.

ii. No offer or obligation of permanent employment with the City or particular City department or agency is intended in any manner, and Consultant shall not become entitled by virtue of this Agreement to receive from the City any form of employee benefits including, but not limited to, sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. Consultant shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of Consultant's performance of services under this Agreement. In connection therewith, Consultant shall defend, indemnify and hold the City harmless from any and all liability, which the City may incur because of Consultant's failure to pay such taxes.

B. **Not an Agent of the City.** Nothing in this Agreement shall be interpreted so as to render the City the agent, employer, or partner of Consultant, or the employer of anyone working for or subcontracted by Consultant, and Consultant must not do anything that would result in anyone working for or subcontracted by Consultant being considered an employee of the City. Consultant is not, and must not claim to be, an agent of the City.

5. REPRESENTATIVES AND COMMUNICATIONS

A. **City's Representative.** The City appoints the individual named below as the City's contact person for the purposes of this Agreement.

Name: John Guertin
Title: City Manager
Address: 650 Canyon Del Rey Blvd. Del Rey Oaks, CA 93940
Telephone: 831-394-8511

B. **Consultant's Representative.** Consultant appoints the individual named below as its contact person for the purposes of this Agreement.

Name: Terry Madsen
Title: President, ClearSource
Address: 7960 B Soquel Drive, Suite 363, Aptos, CA 95003
Telephone: 831-288-0608

C. **Communications and Notices.** Any notice, report, or other document that either party may be required or may wish to give to the other must be in writing, unless otherwise provided for, and shall be deemed to be validly given to and received by the addressee, if delivered personally, on the date of such personal delivery, if delivered by email, on the date of transmission, or if by mail, seven (7) calendar days after posting.

6. INDEMNIFICATION

Consultant hereby agrees to the following indemnification clause:

To the fullest extent permitted by law Consultant shall indemnify and hold harmless the City and its officers, designated agents, departments, officials, representatives and employees (collectively "Indemnitees") from and against claims, loss, cost, damage, injury expense and liability (including incidental and consequential damages, court costs, reasonable attorneys' fees, litigation expenses and fees of experts, consultants or expert witnesses incurred in connection therewith and costs of investigation) to the extent they arise out of, pertain to, or relate to, the negligence, recklessness, or willful misconduct of Consultant, anyone directly or indirectly employed by Consultant, or anyone Consultant controls (collectively "Liabilities"). Consultant shall have liability for reasonable and necessary defense costs incurred by persons indemnified to the extent caused by Consultant's negligence herein and recoverable under applicable law on account of negligence. Such obligations to defend, hold harmless and indemnify any Indemnatee shall not apply to the extent that such Liabilities are caused in part by the gross negligence or willful misconduct of such Indemnatee.

7. INSURANCE

Consultant shall submit and maintain in full force all insurance as described herein. Without altering or limiting Consultant's duty to indemnify, Consultant shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

A. **Commercial General Liability Insurance** including, but not limited to, premises, personal injuries, bodily injuries, property damage, products, and completed operations, with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

B. **Automobile Liability Insurance** covering all automobiles, including owned, leased, non-owned, and hired automobiles, used in providing services under this Agreement, with a combined single limit of not less than \$1,000,000 per occurrence.

C. **Workers' Compensation Insurance.** If Consultant employs others in the performance of this Agreement, Consultant shall maintain Workers' Compensation insurance in accordance with California Labor Code section 3700 and with a minimum of \$1,000,000 per occurrence.

D. **Other Insurance Requirements:**

- i. The City shall be a named additional insured on Consultant's policy.

ii. All insurance required under this Agreement must be written by an insurance company either:

1. admitted to do business in California with a current A.M. Best rating of no less than A:VI;

or

2. an insurance company with a current A.M. Best rating of no less than A:VII.

iii. Prior to the start of work under this Agreement, Consultant shall file certificates of insurance and endorsements evidencing the coverage required by this Agreement with the City Manager. Consultant shall file a new or amended certificate of insurance promptly after any change is made in any insurance policy that would alter the information on the certificate then on file, including, without limitation, the amount of coverages or the term of coverages.

iv. Neither the insurance requirements hereunder, nor acceptance or approval of Consultant's insurance, nor whether any claims are covered under any insurance, shall in any way modify or change Consultant's obligations under the indemnification clause in this Agreement, which shall continue in full force and effect. Notwithstanding the insurance requirements contained herein, Consultant is financially liable for its indemnity obligations under this Agreement.

v. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

8. PERFORMANCE STANDARDS

A. Consultant warrants that Consultant and Consultant's employees performing services under this Agreement are specially trained and experienced to perform the services described herein.

B. Consultant and its employees shall perform all services in a safe and skillful manner consistent with the highest standards of care, diligence and skill ordinarily exercised by professionals in similar fields. All services performed under this Agreement that are required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

C. Consultant shall furnish, at its own expense, all materials, equipment and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. Consultant shall not use the City premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement, the RFP, or Consultant's Estimate.

D. Consultant agrees to perform all work under this Agreement to the satisfaction of City and as specified herein. The City Manager or his or her designee shall perform an evaluation of the work. If the quality of work is not satisfactory, City in its discretion may meet with Consultant to review the quality of work and resolve the matters of concern.

9. CITY INFORMATION AND RESOURCES

A. **City Resources.** The City acknowledges that Consultant's ability to provide services in accordance with this Agreement may be dependent on the City providing available information and resources in a prompt and timely manner as reasonably required by Consultant. To the extent that the City fails to provide City resources, Consultant shall not be liable for any resulting delay in services, but in no event shall such delay or failure to provide City resources constitute a breach of this Agreement by the City, nor shall Consultant be entitled to extra compensation for same.

B. **Obligations of Consultant.** No reviews, approvals, or inspections carried out or supplied by the City shall derogate from the duties and obligations of Consultant, and all responsibility related to performance of services shall be and remain with Consultant.

10. OWNERSHIP AND USE OF MATERIALS

A. **Ownership of the Materials.** All data, studies, reports, calculations, field notes, sketches, designs, drawings, plans, specifications, cost estimates, manuals, correspondence, agendas, minutes, notes, audio-visual materials, photographs, models, software data, computer software (if purchased on the City's behalf) and other documents or products produced by Consultant under this Agreement (collectively, "the Materials") are and shall remain the property of the City even though Consultant or another party may have physical possession of them or a portion thereof. Consultant hereby waives, in favor of the City, any moral rights Consultant, its employees, vendors, successors or assignees may have in the Materials. Consultant agrees that all copyrights, which arise from creation of the work or services pursuant to this Agreement, shall be vested in the City and waives and relinquishes all claims to copyright or intellectual property rights in favor of the City.

B. **Delivery and Use of the Materials.** All Materials shall be transferred and delivered by Consultant to the City without further compensation following the expiration or sooner termination of this Agreement, provided that the City may, at any time prior to the expiration or earlier termination of this Agreement, give written notice to Consultant requesting delivery by Consultant to the City of all or any part of the Materials in which event Consultant shall forthwith comply with such request. The Materials created electronically must be submitted in a format and medium acceptable to the City. The Materials may be used by the City in any manner for the intended purpose or as part of its operations associated with the Materials.

11. DISPUTE RESOLUTION

The City Manager and Consultant shall make reasonable efforts to resolve any dispute by amicable negotiations and shall provide frank, candid, and timely disclosure of all relevant facts, information, and documents to facilitate negotiations.

If all or any portion of a dispute cannot be resolved by good faith negotiations as set forth above within thirty (30) days either party may, by notice to the other party, submit the dispute for formal mediation to a mediator selected mutually by the parties. The cost of the mediation (including fees of mediators) shall be borne equally by the parties, and each party shall bear its own costs of participating in mediation. The mediation shall take place within Monterey County.

Should either party not be satisfied with the outcome of the mediation, the matter may be submitted to a court of competent jurisdiction.

All claims by Consultant against the City for money or damages must comply with the Government Claims Act (California Government Code Sections 810-996.6).

12. TERMINATION OF AGREEMENT

A. **Termination for Cause or Default.** The City reserves the right to immediately terminate this Agreement, in whole or in part, if Consultant defaults or fails to deliver the services in accordance with the terms and conditions of this Agreement. Such termination shall be in writing, shall set forth the effective date of termination, and may be issued without any prior notice. Without limitation, Consultant is in default of its obligations contained in this Agreement if Consultant:

- i. Fails to perform the required services within the term and/or in the manner provided under this Agreement;
- ii. Fails to observe or comply with the City's reasonable instructions;
- iii. Otherwise violates any provision of this Agreement.

13. LEGAL ACTION / VENUE

Should either party to this Agreement bring legal action against the other, the validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to this Agreement shall be in the Monterey County Superior Court.

14. MISCELLANEOUS PROVISIONS

A. **Non-discrimination.** During the performance of this Agreement, Consultant shall not unlawfully discriminate against any person because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, either in Consultant's employment practices or in the furnishing of services to recipients.

B. **Acceptance of Services Not a Release.** Acceptance by the City of services to be performed under this Agreement does not operate as a release of Consultant from professional responsibility for the services performed.

C. **Headings.** The headings appearing herein shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning or intent of the provisions of this Agreement. The headings are for convenience only.

D. **Entire Agreement.** This Agreement, including the Exhibits attached hereto, constitute the entire agreement between the parties hereto with respect to the terms, conditions, and services

and supersedes any and all prior proposals, understandings, communications, representations and agreements, whether oral or written, relating to the subject matter thereof pursuant to Section 1B, "Amendment of Services." Any amendment to this Agreement will be effective only if it is in writing signed by both parties hereto and shall prevail over any other provision of this Agreement in the event of inconsistency between them.

E. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and may be signed in counterparts, but all of which together shall constitute one and the same Agreement.

F. **Multiple Copies of Agreement.** Multiple copies of this Agreement may be executed, but the parties agree that the Agreement on file in the office of the City's City Clerk is the version of the Agreement that shall take precedence should any difference exist among counterparts of this Agreement.

G. **Authority.** Any individual executing this Agreement on behalf of the City or Consultant represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

H. **Severability.** If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability and indemnities shall survive termination of the Agreement for any cause. If a part of the Agreement is valid, all valid parts that are severable from the invalid part remain in effect. If a part of this Agreement is invalid in one or more of its applications, the part remains in effect in all valid applications that are severable from the invalid applications.

I. **Non-exclusive Agreement.** This Agreement is non-exclusive and both the City and Consultant expressly reserve the right to enter into agreements with other Consultants for the same or similar services, or may have its own employees perform the same or similar services.

J. **Assignment of Interest.** The duties under this Agreement shall not be assignable, delegable, or transferable without the prior written consent of the City. Any such purported assignment, delegation, or transfer shall constitute a material breach of this Agreement upon which the City may terminate this Agreement and be entitled to damages.

K. **Laws.** Consultant agrees that in the performance of this Agreement it will reasonably comply with all applicable federal, state and local laws and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the City of Del Rey Oaks.

L. **Exhibits.** The following Exhibits are incorporated herein by reference as if fully set forth: Exhibit A, Proposal for Civil Engineering & Land Surveying Services.

IN WITNESS WHEREOF, the parties enter into this Agreement on the day and year first above written in Del Rey Oaks, California.

CITY OF DEL REY OAKS

WHITSON ENGINEERS

John Guertin,
City Manager

Terry Madsen,
President

Date

Date

CITY OF DEL REY OAKS

FEBRUARY 28, 2024

PRICING PROPOSAL FOR CONSULTING SERVICES

COMPREHENSIVE FEE STUDY

SUPPLEMENT TO SEPARATE TECHNICAL PROPOSAL



ClearSource Financial Consulting

7960 B Soquel Drive, Suite 363
Aptos, California 95003

TERRY MADSEN | PRESIDENT
tmadsen@clearsourcefinancial.com
831.288.0608



February 28, 2024

CITY OF DEL REY OAKS

Attention: Karen Minami, City Clerk | RFP Coordinator

650 Canyon Del Rey Boulevard

Del Rey Oaks, California 93940

VIA ELECTRONIC TRANSMISSION: KMINAMI@DELREYOAKS.ORG

PRICING PROPOSAL: COMPREHENSIVE FEE STUDY

To Ms. Minami and Other Members of the City's Proposal Evaluation Team:

Enclosed is the **ClearSource Pricing Proposal** submitted as a separate accompaniment to our Technical Proposal to perform a Comprehensive Fee Study for the City of Del Rey Oaks.

I am the President of ClearSource Financial Consulting authorized to negotiate and bind ClearSource contractually under the City's terms. My signature obligates ClearSource to the commitments in this proposal and confirms that it shall remain valid for a period of 90 calendar days from submittal.

Sincerely,

A handwritten signature in black ink, appearing to read "Terry Madsen", written over a horizontal line.

TERRY MADSEN, PRESIDENT | CLEARSOURCE FINANCIAL CONSULTING

PHONE: 831.288.0608

EMAIL: TMADSEN@CLEARSOURCEFINANCIAL.COM

PRICING PROPOSAL

PROJECT BUDGET

Maximum Price

TOTAL COST | ClearSource has developed the Work Plan and schedule described in our separate Technical Proposal, designed to deliver a successful Comprehensive Fee Study to the City of Del Rey Oaks. To complete the project, ClearSource proposes a total maximum cost for this contract at \$19,980.

Consulting Fee Detail

CONSULTANT FEE BY PROJECT TASK | The maximum consulting fee presented here is based on ClearSource research into the City's prevailing conditions, as well as our industry experience in comparable cities across California. Our proposal ensures that the fees and charges identified in the Scope of Services and eligible for the prescribed methodologies can be analyzed without shortcuts or explanations for non-analysis and that the process is carried through to successful implementation of recommendations.

A summary breakdown of the maximum consulting fee by project task is as follows in **Exhibit 1**:

PROFESSIONAL RATES | The proposed consulting fee presented is based on the schedule of hourly billing rates for all positions contemplated in this project, as follows:

- ➡ Rates fixed through December 31, 2024:
 - Project Manager: \$185 per hour
 - Principal Consultant: \$185 per hour
 - Senior Consultant: \$185 per hour

DIRECT EXPENSES | ClearSource does not bill clients for ordinary direct expenses, such as travel and document production. All costs incurred by ClearSource to complete the City's project as currently scoped are embedded in our professional rates. The City's project does not contemplate and include extraordinary expenses, such as mailing or polling, as part of the consultant's required deliverables; therefore, no cost above the billed time of our professionals is proposed in our consulting fee.

Rates for Additional Services

Should the City seek an amendment to the contract to add consulting services it did not contemplate in its original scope of services as of this submittal date, ClearSource will estimate an additional consulting fee using the professional rates listed above.

Manner of Payment

ClearSource will issue monthly progress reports to the City. Accompanying monthly invoices will be based on progress recorded to the project following the major tasks described in the Work Plan. We will not invoice for tasks not yet completed, and we will not submit a final invoice for the study until work is completed. Total invoices issued over the course the study will not exceed the maximum price presented here.

PRICING PROPOSAL

EXHIBIT 1 | CONSULTANT TIME AND FEE BY PROJECT TASK

Project Element and Major Task	ClearSource Labor			Total Project	
	Project Manager	Senior Consultant	Senior Consultant	Labor Hours	Consulting Fee
	Madsen	Hahn	Schroeder		
Professional Hourly Rates:	\$185	\$185	\$185		
Comprehensive Fee Study					
1 Study Orientation	2	0	2	4	\$ 740
2 Financial & Labor Time Inputs	2	0	4	6	\$ 1,110
3 Labor Time Valuation	2	0	8	10	\$ 1,850
4 Fee Design	5	1	4	10	\$ 1,850
5 Cost of Service Analysis	10	2	20	32	\$ 5,920
6 Cost Recovery & Impact Analysis	10	2	8	20	\$ 3,700
7 Reporting, Admin. Record, & Tools	4	2	8	14	\$ 2,590
8 Review, Engagement, & Approval	6	0	6	12	\$ 2,220
GRAND TOTAL NOT TO EXCEED	41	7	60	108	\$ 19,980



March 15, 2024

Karen Minami, City Clerk
City of Del Rey Oaks
650 Canyon Del Rey Boulevard
Del Rey Oaks, CA 93940

Dear Ms. Minami:

The Matrix Consulting Group is proposing to perform the tasks and services associated with the development of a Comprehensive User Fee Study for a fixed not-to-exceed fee of **\$32,500**. The following table provides a breakdown of hours by team member and costs for each task area to conduct the requested scope of services.

	Project Manager	Analyst (2)	Total Cost
Data Collection	2	2	\$850
Study Objectives	2	0	\$550
Current & Potential Fees	2	4	\$1,150
Data Workshops	4	6	\$2,000
Fully Burdened Hourly Rates	2	12	\$2,350
Total Cost Analysis	4	32	\$5,900
Comparative Survey	0	16	\$2,400
Review/Revise Results	6	10	\$3,150
Draft Fee Study Report	6	24	\$5,250
Prepare Final Report	4	12	\$2,900
Develop Master Fee Schedule	2	8	\$1,750
Excel Model and Training	2	10	\$2,050
Presentation of Fee Results	8	0	\$2,200
Total Hours	44	136	
Hourly Rate	\$275	\$150	
Total Professional Fees	\$12,100	\$20,400	\$32,500

Our typical practice is to bill for hours worked monthly, with our contracts set up as fixed not-to-exceed price contracts. We are open to billing on a task or deliverable basis as well.

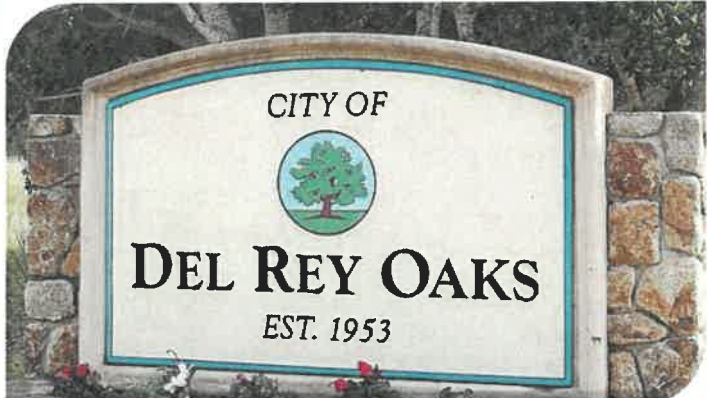
A handwritten signature in blue ink, appearing to read "Richard Brady".

Richard Brady, President
Matrix Consulting Group, Ltd

1650 S. Amphlett Blvd., Suite 213 • San Mateo, CA 94402 • 650.858.0507
SF Bay Area (Headquarters), Charlotte, Dallas, Fort Myers, Irvine, Portland, St. Louis

City of Del Rey Oaks

Cost Allocation Plan, Comprehensive User Fee Study & Development Impact Fee Study





March 15, 2024

Ms. Karen Minami
City Clerk
City of Del Rey Oaks
650 Canyon Del Rey
Del Rey Oaks, California 93940

submitted via email: kminami@delreyoaks.org

Re: Cost Proposal to Conduct a Comprehensive User Fee Study, Cost Allocation Plan, and a Development Impact Fee Study for the City of Del Rey Oaks

Dear Ms. Minami:

Willdan Financial Services ("Willdan") is pleased to present the following cost proposal to the City of Del Rey Oaks ("City") to conduct a Comprehensive User Fee Study, Cost Allocation Plan, and Development Impact Fee Study.

This submission reflects our understanding of the City's Request for Proposal (RFP).

Willdan is excited about this opportunity to serve the City of Del Rey Oaks. To discuss any aspect of our technical and/or cost proposal, please contact me directly at (951) 587-3528 or via e-mail at CFisher@Willdan.com.

Sincerely,

WILLDAN FINANCIAL SERVICES

A handwritten signature in blue ink, appearing to read 'Chris Fisher', is written over a light blue horizontal line.

Chris Fisher
Vice President / Director

Pricing Fixed Fees

Willdan Financial Services ("Willdan") proposes a **fixed fee of \$79,595** for the Cost Allocation Plan, Comprehensive User Fee Study, and Development Impact Fee Study engagement.

Cost Allocation Plan

Willdan Financial Services proposes a **fixed fee of \$9,995** for the Full Cost Allocation Plan.

City of Del Rey Oaks Cost Allocation Plan							
Fee Proposal							
	C. Fisher Principal-in- Charge	T. Thrasher Project Manager	P. Patel Senior Analyst	S. Labitan Analytical Support	R. Quaid QA/Tech Advisor	Total	
	\$ 250	\$ 210	\$ 135	\$ 125	\$ 210	Hours	Cost
Scope of Services							
Task 1: Initial Document Request	-	-	1.0	-	-	1.0	\$ 135
Task 2: Kick-off /Refine Scope	-	1.0	1.0	-	-	2.0	345
Task 3: Gather Staffing Information & Develop CAP Model	1.0	2.0	6.0	12.0	1.0	22.0	3,190
Task 4: Test and Review Cost Allocation Methodology	-	2.0	6.0	3.0	0.5	11.5	1,710
Task 5: Prepare and Present Draft Report	1.0	2.0	4.0	6.0	1.0	14.0	2,170
Task 6: Discuss and Revise Report	1.0	2.0	4.0	1.0	-	8.0	1,335
Task 7: Prepare and Present Final Report/Instruct Staff on Model	-	4.0	2.0	-	-	6.0	1,110
Total – Cost Allocation Plan	3.0	13.0	24.0	22.0	2.5	64.5	\$ 9,995

Comprehensive User Fee Study

Willdan Financial Services proposes a **fixed fee of \$27,600** for the Comprehensive User Fee Study.

City of Del Rey Oaks Comprehensive User Fee Study							
Fee Proposal							
	C. Fisher Principal-in- Charge	T. Thrasher Project Manager	P. Patel Senior Analyst	S. Labitan Analytical Support	R. Quaid QA/Tech Advisor	Total	
	\$ 250	\$ 210	\$ 135	\$ 125	\$ 210	Hours	Cost
Scope of Services							
Task 1: Initial Document Request	-	-	1.0	-	-	1.0	\$ 135
Task 2: Compile Inventory of Current and Potential Fees	-	0.5	1.0	1.0	-	2.5	365
Task 3: Kick-off /Refine Scope	-	1.0	1.0	-	-	2.0	345
Task 4: Develop User Fee Model	1.0	4.0	8.0	10.0	1.0	24.0	3,630
Task 5: Staff Interviews and On-site Information Gathering	-	2.0	8.0	8.0	-	18.0	2,500
Task 6: Data Analysis and Final Fee and Rate Schedule	1.0	5.0	32.0	40.0	1.0	79.0	10,830
Task 7: Common Fees Comparison	0.5	2.0	4.0	14.0	-	20.5	2,835
Task 8: Prepare and Present Draft Report	1.0	2.0	6.0	8.0	1.0	18.0	2,690
Task 9: Revise Draft/Determine Cost Recovery Levels	1.0	4.0	8.0	2.0	-	15.0	2,420
Task 10: Prepare and Present Final Report/Train Staff on Model	-	5.0	5.0	1.0	-	11.0	1,850
Total – Comprehensive User Fee Study	4.5	25.5	74.0	84.0	3.0	191.0	\$ 27,600

Development Impact Fee Study

Willdan Financial Services proposes a **fixed fee of \$42,000** for the Development Impact Fee Study. This fee assumes three fee categories.

City of Del Rey Oaks					
Development Impact Fee Study					
Fee Proposal					
	J. Edison	C. Villarreal	Total		
	Principal-in-Charge	Project Manager	Hours	Cost	
	\$				
	240	210			
Scope of Services					
Task 1: Identify & Consider Fee Categories & Policy Issues	8.0	12.0	20.0	\$	4,440
Task 2: Identify Existing Development and Future Growth	8.0	16.0	24.0		5,280
Task 3: Determine Facility Standards	8.0	16.0	24.0		5,280
Task 4: Determine Facilities Needs and Costs	4.0	16.0	20.0		4,320
Task 5: Identify Funding and Financing Alternatives	4.0	16.0	20.0		4,320
Task 6: Fee Comparison	4.0	16.0	20.0		4,320
Task 7: Calculate Fees and Prepare Report	6.0	16.0	22.0		4,800
Task 8: Impact Fee Schedule Calculation Tool	4.0	12.0	16.0		3,480
Task 9: Meetings	10.0	16.0	26.0		5,760
Total – Development Impact Fee Study	56.0	136.0	192.0	\$	42,000

Development Impact Fee Review Notes:

- The fee denoted above includes attendance at four in-person meetings with City staff, stakeholders, and City Council.
- Attendance at more than four meetings will be billed at the per meeting fee. Attendance at additional on-site meetings or presentations will be \$2,000 per meeting; attendance at additional remote meetings or presentations will be \$1,000 per meeting.
- Comprehensive written responses to resolve conflicts or preparation of more than one set of major revisions to the draft report, will be classified as Additional Services, and may require additional billing at hourly rates stated in the hourly rate schedule listed below. These additional fees shall only take effect once the fixed fee stated above has been exceeded.

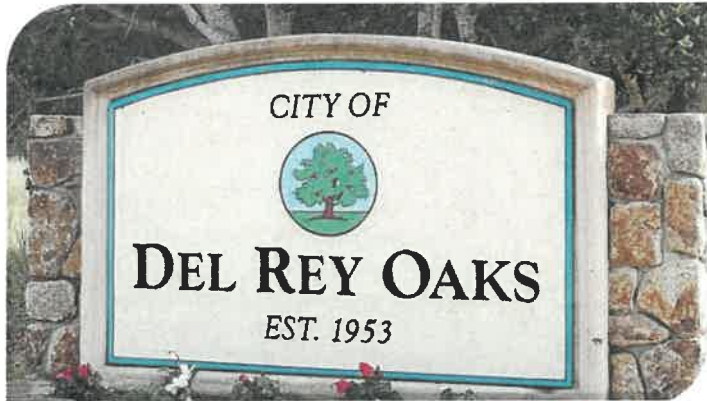
Notes

- Our fee includes all direct expenses associated with the project.
- We will invoice the City monthly based on percentage of project completed.
- Additional services may be authorized by the City and will be billed at our then-current hourly overhead consulting rates.
- City shall reimburse Willdan for any costs Willdan incurs, including without limitation, copying costs, digitizing costs, travel expenses, employee time and attorneys' fees, to respond to the legal process of any governmental agency relating to City or relating to the project. Reimbursement shall be at Willdan 's rates in effect at the time of such response.
- The cost of preparing the user fee study can be included in the resulting new user fee schedule. Therefore, over time, the City can recover the initial outlay of funds that was required to complete the studies.
- Willdan will rely on the validity and accuracy of the City's data and documentation to complete the analysis. Willdan will rely on the data as being accurate without performing an independent verification of accuracy and will not be responsible for any errors that result from inaccurate data provided by the client or a third party.

Additional Professional Services

Our current hourly rates are listed below.

Willdan Hourly Rate Schedule		
Position	Team Member	Hourly Rate
Director	Chris Fisher	\$250
Managing Principal	James Edison	\$240
Principal Consultant	Tony Thrasher, Carlos Villarreal, & Bob Quaid	\$210
Senior Project Manager		\$185
Project Manager		\$165
Senior Project Analyst	Priti Patel	\$135
Senior Analyst	Samantha Labitan	\$125
Analyst II		\$110
Analyst I		\$100



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