



**AGREEMENT FOR CONSULTING SERVICES**

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| <i><b>Client</b></i>  | City of Sutter Creek                               |
| <i><b>Services to be Provided</b></i>   | Update of the Capital Facilities Fee Nexus Study   |
| <i><b>Compensation and Out of Pocket Expenses</b></i>   | See attached Exhibit B.                            |
| <i><b>Billing Procedures</b></i>  | Monthly Invoice<br>(due within 45 days of receipt) |
| <p>Goodwin Consulting Group (GCG) shall provide the services outlined in Exhibit A, attached hereto. In exchange for such services, Client agrees to compensate GCG according to the billing procedures set forth above in an amount not to exceed the maximum budget identified in the attached Exhibit B.</p> <p><b>City of Sutter Creek</b></p><br><br><p>By: _____</p><br><p>Title _____</p><br><p><b>Goodwin Consulting Group, Inc.</b></p><br><br><p>_____<br/>Cindy Yan<br/>Principal</p> |  |

## *EXHIBIT A*

### *CITY OF SUTTER CREEK UPDATE OF THE CAPITAL FACILITIES FEE NEXUS STUDY*

#### *SCOPE OF WORK*

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Goodwin Consulting Group, Inc. (GCG) will provide the City of Sutter Creek (City) with an update of the City's Capital Facilities Fee (CFF) Nexus Study. The fees will be updated in accordance with the nexus requirements of Assembly Bill 1600 (Section 66000 et. seq. of the Government Code). Additionally, GCG will evaluate the existing fee methodologies and update as required to comply with new impact fee requirements pursuant to Assembly Bill 602 (AB 602) that went into effect in 2022. Pursuant to the requirements set forth in the Mitigation Fee Act, the final report provided by GCG will achieve the following objectives:

1. Identify the purpose of the fee.
2. Identify the use to which the fee will be put.
3. Determine that there is a reasonable relationship between the fee's use and the type of development on which the fee is imposed.
4. Determine how there is a reasonable relationship between the need for the public facility and the type of development project on which the fee is imposed.
5. Determine how there is a reasonable relationship between the amount of the fee and the cost of the public facility or portion of the facility attributable to the development on which the fee is imposed.

The fee components in the updated CFF Nexus Study will provide fee funding for the following facilities or costs:

- Police Facilities
- Fire Facilities
- Historical Facilities
- City Hall Building
- Corporation Yard Facilities
- Fee Program Update Costs

Following is a summary of the tasks that will be provided by GCG to ensure compliance with the governmental requirements set forth above:

**Task 1. Kickoff Meeting**

GCG will meet with City staff to discuss the scope of services, obtain technical studies associated with facilities for which fees are being calculated, discuss facility standards, including existing surpluses or deficits in facilities, review historic growth in the City, and generally coordinate the work effort. GCG will discuss various nexus methodologies, assumptions, approaches, and considerations to make the Fee Nexus Study defensible pursuant to current case law related to development fees. GCG will also identify other information that will be needed from the City, such as facilities master plans, specific plans, etc.

**Task 2. Research and Data Collection**

GCG will coordinate with City staff to gather data on existing land uses within the City, the appropriate growth horizon or area of benefit for the nexus study, and projections of future residential and non-residential growth in the City. If needed, GCG will also review projections from the Department of Finance, the local Council of Governments, and other sources. GCG will also work with City staff to confirm assumptions for cost allocation units for each facility type, including residential and non-residential service populations for police, fire, municipal buildings, and other facilities.

GCG will also work with City staff to confirm the land use categories for which impact fees will be calculated. This determination will start with a discussion of the categories used in the existing fee program and whether the categories should be expanded. If, in coordination with City staff, it is determined that fee benefit areas/fee zones are appropriate for any type of facility, GCG will also work with public works and planning staff to identify the boundaries for, and land uses within, each fee zone.

**Task 3. Facility Requirements and Cost Estimates**

GCG will coordinate with City staff and consulting engineers to identify facilities that will be required to serve future development in the City. GCG will review all technical and planning studies prepared in association with facilities included in the fee program and will collect all relevant planning and construction documents available from the City. To the extent available, GCG will rely on these documents to identify facilities costs, demand factors used to size the capital facilities, and design and contingency estimates. GCG will assist the City in updating facilities costs, if necessary.

**Task 4. Impact Fee Analysis**

Once the City has finalized the list of capital improvements to be included in the fee program, GCG will allocate the related facility costs to existing (if applicable) and future development based on cost allocation units. GCG will also work with City staff to apply current fee balances to specific facilities and to determine whether alternate funding sources exist for any facilities

included in the fee program. Based on this analysis, GCG will calculate an impact fee for each type of facility that will be in compliance with the nexus requirements set forth in AB 1600 and AB 602.

**Task 5.      Report Preparation**

This task involves summarizing all data and assumptions used to determine the impact fees and presenting the findings in a Capital Facilities Fee Nexus Study. The report will identify all facilities to be funded by the plan, outline the nexus argument for the impact fee amounts and provide a clear discussion of how fees were calculated. GCG will clearly summarize the existing and proposed facility standards, and the assumptions and sources used to develop these standards.

The report will also identify the cost allocation methodology used to determine the fair share cost for new and existing land uses. Finally, the report will include a discussion of the importance of and procedures associated with an annual update of the fees, as well as accounting, reporting, and administrative procedures that are required pursuant to AB 1600 and AB 602. GCG will provide the City a draft version of the report and finalize the draft report after comments are received from City staff.

**EXHIBIT B**

**CITY OF SUTTER CREEK  
UPDATE OF THE CAPITAL FACILITIES FEE NEXUS STUDY**

**BUDGET/FEE SCHEDULE**

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**1. Services**

Goodwin Consulting Group, Inc. (GCG) proposes a maximum budget of \$28,000 to perform the scope of services set forth above, which includes expenses as outlined below. This budget represents a maximum amount not to be exceeded, subject to the limitations identified below. Additional consulting services beyond those included in the scope of services (“Out of Scope Services”) may be provided within the maximum budget if total hourly billings are less than the budget maximum.

| <b>Goodwin Consulting Group, Inc.<br/>Hourly Service Rates</b> |            |
|--|------------|
| Managing Principal   | \$360/Hour |
| Senior Principal   | \$350/Hour |
| Principal  | \$310/Hour |
| Senior Vice President  | \$295/Hour |
| Vice President   | \$275/Hour |
| Senior Associate   | \$250/Hour |
| Associate  | \$230/Hour |
| Analyst  | \$215/Hour |
| Research Assistant   | \$95/Hour  |

*\* The rates reflected above are valid through December 31, 2024 and may be adjusted thereafter.*

**2. Expenses**

GCG shall be reimbursed for all direct costs such as travel mileage, data purchases, and overnight delivery.

**3. Billing Structure**

GCG shall submit monthly invoices to the City providing details of services rendered and expenses incurred. Invoices are due and payable within 30 days. “Out of Scope Services” (as defined below) will be billed at the hourly rates listed above if performing such Out of Scope Services causes the maximum budget to be exceeded.

4. **Out of Scope Services**

GCG shall bill on a time and materials basis if the following Out of Scope Services are provided and billings for these services cause the maximum budget to be exceeded:

- Attendance at more than two (2) in-person meetings (additional meetings will be charged at a rate of \$1,000 per meeting)
- Incorporation and calculation of additional fee components other than those discussed in the scope of services
- Substantial revisions to the land use, facilities or cost estimates after a draft report has been submitted.